

# CITY OF HIGHLAND REGULAR MEETING OF THE CITY COUNCIL AGENDA

## REGULAR MEETING

October 12, 2021  
6:00 p.m.  
City Hall  
Donahue Council Chambers  
27215 Base Line  
Highland, California

## CITY COUNCIL MEMBERS

PENNY LILBURN, MAYOR  
LARRY McCALLON, MAYOR PRO TEM  
JESSE CHAVEZ, COUNCIL MEMBER  
ANAELI SOLANO, COUNCIL MEMBER  
JOHN P. TIMMER, COUNCIL MEMBER

## STAFF

Joseph A. Hughes - City Manager  
Chuck Dantuono - Director of Administrative Services/City Treasurer  
Betty Hughes - City Clerk  
Lawrence Mainez - Community Development Director  
Carlos Zamano - Public Works Director/City Engineer  
Maricela Marroquin - City Attorney

## MISSION STATEMENT

Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and the staff of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible.

Visit the City's Website at: [www.cityofhighland.org](http://www.cityofhighland.org)

The City of Highland complies with the Americans with Disabilities Act of 1990. If you require special assistance to participate in this meeting, please call the City Clerk's Department at (909) 864-6861, ext. 226, at least 72 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Highland to all or a majority of the City Council less than 72 hours prior to that meeting are available for public inspection at City Hall, 27215 Base Line, Highland, CA 92346, during normal business hours.

### **SPECIAL NOTICE REGARDING COVID-19**

This meeting is being held in person. Please be advised, facial coverings or masks are required to be worn in the Council Chambers regardless of a person's vaccination status. If you do not have a facial covering or mask, one will be provided to you.

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Submission of Public Comments: To limit the number of persons in the Council Chambers, the public is encouraged to make public comments by email rather than in person. For those wishing to make public comments by email, please submit your comments by email to be read aloud at the meeting. Email comments must be submitted by 5:00 p.m. on October 12, 2021, to the City Clerk at [publiccomment@cityofhighland.org](mailto:publiccomment@cityofhighland.org). If you are submitting a public comment pertaining to an item on the October 12, 2021 agenda, please identify the agenda item number in the subject line.

Members of the public will be permitted to make public comments in person.

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**CITY COUNCIL REGULAR MEETING  
OCTOBER 12, 2021 - 6:00 p.m.**

**AGENDA**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**REPORT FROM CLOSED SESSION**

**SPECIAL PRESENTATIONS**

Presentation

Caltrans – Base Line Bridge at SR210

**PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)**

To address the City Council, please complete a speaker form located at the entrance and give it to the City Clerk prior to the beginning of the meeting. Your name will be called when it is your turn to speak. State Law prohibits the City Council from taking action on any item not on the agenda. Individual speakers are limited to three minutes each.

Comments received via email by October 12, 2021, 5:00 p.m., will be read into the record, provided that the reading shall not exceed three (3) minutes. Email comments submitted by a speaker that also appears in person to address the same matter will not be read into the record.

**CITY COUNCIL CONSENT CALENDAR**

1. Waive the Reading of All Ordinances  
RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.
2. Minutes – September 28, 2021 City Council Regular Meeting  
RECOMMENDATION: Approve the Minutes as submitted.
3. Warrant Register  
RECOMMENDATION: Approve Warrant Register No. 731 for October 12, 2021, in the amount of \$485,995.11 and Payroll of \$101,636.28.

4. Easement Acceptance 3rd Street Descansado LLC – 3rd Street and 5th Street Corridors Improvement Project (Project No. str18001)  
RECOMMENDATION: That the City Council:
  - 1) Accept the Grant of Easement for Road and Drainage Purposes from 3rd Street Descansado LLC; and
  - 2) Direct the City Clerk to record the Grant of Easement.
5. Wildland Protection Agreement (WPA) with the State of California  
RECOMMENDATION: That the City Council:
  - 1) Approve the WPA with the State for \$47,387.57; and
  - 2) Approve the following budget adjustment: Transfer \$10,440 from 029-2512 (Fire Dept-Fund Balance) to be expended from 029-2100-4568 (Contract Services-Fire Services).
6. Bid Rejection – Bid No. 2020-11 – “Asbestos Removal and Demolition of a Single-Family Residence and On-Site Improvements Located at 7433 Central Avenue  
RECOMMENDATION: That the City Council:
  - 1) Reject all bids;
  - 2) Direct staff to revise the document to modify the project plans and specifications as necessary; and
  - 3) Re-advertise the project.
7. Declare Two (2) Seats Vacant on the Community Trails Committee  
RECOMMENDATION: That the City Council:
  - 1) Declare two (2) seats vacant on the Community Trails Committee; and
  - 2) Direct the City Clerk to advertise the vacancies on the Community Trails Committee.

## **CITY COUNCIL PUBLIC HEARING**

The order of business for Public Hearings shall be:

- 1) Mayor opens Public Hearing;
- 2) Staff presentation;
- 3) Applicant/Representative presentation;
- 4) Speakers in favor of proposal;
- 5) Speakers in opposition to proposal;
- 6) Applicant rebuttal;
- 7) Mayor closes Public Hearing;
- 8) Council discussion, motion and vote.

**ONCE THE PUBLIC HEARING IS CLOSED NO FURTHER TESTIMONY IS TAKEN.**

No public hearing.

## CITY COUNCIL LEGISLATIVE

8. Consideration of Proposals for the City's Tow Rotation List Program Beginning January 1, 2022, and Ending December 31, 2023  
RECOMMENDATION: That the City Council review the proposals from the Tow Operators/Companies, and award Agreements to participate in the City's Tow Rotation Program and authorize the Mayor to execute the necessary agreements.
9. DM Contracting, Inc., Contract Change Order – Federally Funded Safe Routes to School Projects (Project Nos. str11005 & str11006)  
RECOMMENDATION: That the City Council authorize contract change orders up to 12% of the original construction contract with DM Contracting, Inc. (DM), for the Federally Funded Safe Routes to School Projects.
10. Contract Amendment No. 2 for Construction Management Services with TKE Engineering, Inc., for Federally Funded Safe Routes to School Projects (Project Nos. str11005 & str11006)  
RECOMMENDATION: That the City Council approve Contract Amendment No. 2 with TKE Engineering, Inc. (TKE), to provide additional construction management services for the Federally Funded Safe Routes to School Projects in an amount not-to-exceed \$36,475.
11. City Manager Report and Comments (Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)  
RECOMMENDATION: Discussion and possible action.
12. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)  
RECOMMENDATION: Discussion and possible action.

## ANNOUNCEMENTS

## CLOSED SESSION

### CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (d)(3):  
One case.

## ADJOURN

### Regular Meetings

October 26; November 9, 23; December 14, (December 28 - no meeting)

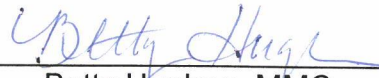
I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before October 7, 2021, by 5:30 p.m., on our website at [www.cityofhighland.org](http://www.cityofhighland.org) and in the following designated areas:

Highland Branch Library  
7863 Central Avenue

Fire Station No. 1  
26974 Base Line

City Hall  
27215 Base Line

Date: October 7, 2021

  
\_\_\_\_\_  
Betty Hughes, MMC  
City Clerk





# STAFF REPORT

## TO THE CITY COUNCIL

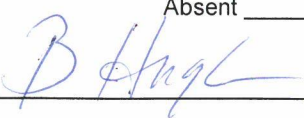
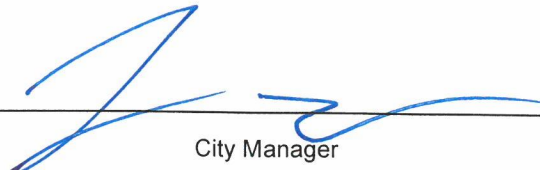
**DATE:** October 12, 2021

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Betty Hughes, MMC, City Clerk

**SUBJECT:** Waive the Reading of All Ordinances

**RECOMMENDATION:** Waive the reading of all Ordinances in their entirety and read by title only.

|                                                                                                   |               |                                                                                                      |                          |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|--------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>1</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                          |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____           |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                          |
|                                                                                                   | Absent _____  |                                                                                                      |                          |
| <br>City Clerk |               | <br>City Manager |                          |



# STAFF REPORT

## TO THE CITY COUNCIL

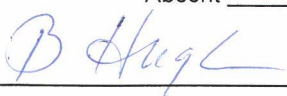
**DATE:** October 12, 2021

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Betty Hughes, MMC, City Clerk

**SUBJECT:** Minutes – September 28, 2021 Regular Meeting

**RECOMMENDATION:** Approve the minutes as submitted.

|                                                                                                   |               |                                                                                                      |                          |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|--------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>2</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                          |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____           |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                          |
|                                                                                                   | Absent _____  |                                                                                                      |                          |
| <br>City Clerk |               | <br>City Manager |                          |

**MINUTES  
CITY COUNCIL REGULAR MEETING  
SEPTEMBER 28, 2021**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Highland was called to order at 6:00 p.m. by Mayor Pro Tem McCallon at the Donahue Council Chambers, 27215 Base Line, Highland, California.

The invocation was given by Pastor Josue Zapata, CenterPoint Church, and the Pledge of Allegiance was led by Council Member Timmer.

**ROLL CALL**

Present: Chavez, McCallon, Solano, Timmer  
Absent: Lilburn

**REPORT FROM CLOSED SESSION**

No meeting.

**SPECIAL PRESENTATIONS**

None

**PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)**

None

**CITY COUNCIL CONSENT CALENDAR**

**A MOTION** was made by Council Member Solano, seconded by Council Member Chavez, to approve the consent calendar as submitted. Motion carried on a roll call vote, 4-0, with Mayor Lilburn being absent.

1. Waive the Reading of All Ordinances  
Waived the reading of all Ordinances in their entirety and read by title only.
2. Minutes – September 14, 2021 City Council Regular Meeting  
Approved the Minutes as submitted.
3. Warrant Register  
Approved Warrant Register No. 730 for September 28, 2021, in the amount of \$1,684,366.84 and Payroll of \$102,008.32.

4. Treasurer's Report for August 2021  
Received and filed Treasurer's Report for August 2021.
5. Year-End Budget Adjustments for Fiscal Year 2020/2021  
Approved the year-end budget adjustments for fiscal year 2020/2021.
6. Sheriff's Department Schedule A Amendment for FY 2021-2022 and Reimbursement Agreement between the City of Highland and East Valley Water District for Law Enforcement Services
  - 1) Authorized the Mayor to execute the amended Schedule A contract (FY 2021-2022) for Law Enforcement Services with the San Bernardino County Sheriff's Department;
  - 2) Approved the following budget adjustments: \$153,260 for Revenue Account 001-1450-9544 and \$153,260 for Expenditure Account 001-2000-4560; and
  - 3) Approved the Reimbursement Agreement between the City of Highland and East Valley Water District for Law Enforcement Services.
7. Selection of an Event Date and Budget for the 24th Annual Citrus Harvest Festival
  - 1) Selected March 26, 2022, as the Event Date for the Citrus Harvest Festival with a rain date of April 2, 2022; and
  - 2) Adopted the budget.
8. The Coalition for Clean Air Requests the City Participate in the 2021 California Clean Air Day on October 6, 2021  
Adopted Resolution No. 2021-044 to support and participate in the 2021 California Clean Air Day on October 6, 2021.

RESOLUTION NO. 2021-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND,  
CALIFORNIA, DECLARING OCTOBER 6, 2021 AS CLEAN AIR DAY

**CITY COUNCIL PUBLIC HEARING**

9. Adoption of an Urgency Ordinance, Extending for an Additional 10 Months and 15 Days through August 23, 2022, an Existing Moratorium on the Approval of Applications for Land Use Entitlements for New Service Station Uses or the Expansion in the Number of Pumps of Existing Service Station Uses

Mayor Pro Tem McCallon opened the public hearing.

Assistant Community Development Director Stater stated good evening, Mayor, and members of the City Council. So, as you are aware, this is a moratorium that would prohibit new gas stations or the expansion of stations with new pumps within the City. It was a 45-day moratorium. Staff came back and provided a 10-day report to you at your last meeting per the law. What we are asking this evening is an extension of that moratorium for an additional 10 months and 15 days. That would provide us the opportunity to complete our analysis of those outstanding issues, bring back a report to you and perhaps any modifications we need to make to the City standards as we move forward.

Mayor Pro Tem McCallon stated very good, he has received no speaker slips. He inquired if there is anyone in the audience who wishes to speak either for or against this item. Seeing none, he will close the public hearing and bring it back to Council for discussion and action.

City Clerk Hughes stated we did not receive any comments via email either.

**A MOTION** was made by Council Member Chavez, seconded by Council Member Solano, to adopt Ordinance No. 450 extending the moratorium on the approval of land uses entitlements for new service station uses and expansion in the number of pumps at existing stations for an additional 10 months and 15 days. Motion carried, 4-0, with Mayor Lilburn being absent.

City Clerk Hughes introduced Urgency Ordinance No. 450

URGENCY ORDINANCE NO. 450  
AN INTERIM URGENCY ORDINANCE OF THE CITY OF HIGHLAND,  
CALIFORNIA, ENACTED PURSUANT TO GOVERNMENT CODE SECTION  
65858 EXTENDING FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS,  
THROUGH AUGUST 23, 2022, AN EXISTING MORATORIUM ON THE  
APPROVAL OF APPLICATIONS FOR LAND USE ENTITLEMENTS FOR NEW  
SERVICE STATION USES OR THE EXPANSION IN THE NUMBER OF PUMPS  
OF EXISTING SERVICE STATION USES IN THE CITY OF HIGHLAND,  
DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION  
OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT  
(CEQA)

which title was read.

## CITY COUNCIL LEGISLATIVE

10. Request for a Special Event Permit (SEP-21-005) by Immanuel Baptist Church for its Annual Harvest Festival on Sunday, October 31, 2021

Assistant Planner Tafolla gave a brief review of the staff report.

**A MOTION** was made by Council Member Solano, seconded by Council Member Chavez, to approve SEP-21-005, authorizing the one-day annual Harvest Festival at Immanuel Baptist Church facilities subject to the conditions of approval. Motion carried, 4-0, with Mayor Lilburn being absent.

11. Special Event Permit (SEP-21-006) by Highland Area Chamber of Commerce for the First Annual Discover Highland 5K and 10K Community Run and Request for Co-Sponsorship

Assistant Planner Tafolla gave a brief review of the staff report.

Gail Shelton, Chamber of Commerce Board Member, spoke in support of this item.

**A MOTION** was made by Council Member Chavez, seconded by Council Member Solano, to:

- 1) Approve the Special Event Permit 21-006 subject to the conditions of approval;
- 2) Authorize the use of the City logo for promotional items; and
- 3) Approve a request by the Highland Area Chamber of Commerce for Co-Sponsorship, waiving of City police fees and Public Works traffic control fees in the amount of approximately \$9,973.11, and authorize Public Works staff to hang the banner. Motion carried, 4-0, with Mayor Lilburn being absent.

12. Engineering Resources of Southern California (ERSC) Amendment for Professional Services – City/County Joint Pavement Rehabilitation (Project No. str20003)

Public Works Director/City Engineer Zamano gave a brief review of the staff report.

**A MOTION** was made by Council Member Solano, seconded by Council Member Chavez, to:

- 1) Approve Amendment to the professional services being provided by ERSC for the City/County Joint Pavement Rehabilitation Project; and
- 2) Authorize the City Manager to approve any future contract amendments up to 10% of the new contract amount. Motion carried, 4-0, with Mayor Lilburn being absent.



13. City Manager Report and Comments (Work Program, Regional/Legislative/ Development Issues, Subcommittees, etc.)

City Manager Hughes stated he will try to make it brief. Regarding COVID-19, all the numbers are trending back down again. Countywide hospitalizations are down, case numbers are down, so it looks like we have turned the corner on this last increase, so things are heading in the right direction. The Corona Virus Recovery Fund, the business grant program that the Council established has been very popular. We received 42 applications already. We have approved 18 and are processing 24. The COVID Senior Grocery Delivery Program, we have received 20 inquiries on that, and we have approved 13 of those. Staff is currently wrapping up the field work with the auditors. That will be presented to the Finance Subcommittee in November and to the City Council in December. Everything is going well on the audit. Staff has been working with San Manuel and IVDA regarding the SR210 Victoria Avenue project and we have finally made some headway with Caltrans. On September 24, the City received approval to become the project lead agency for the project. As lead agency, the City will be responsible for the project approval environmental document. Caltrans is going to prepare a cooperative agreement to establish the City as the project sponsor and implementing agency. There is a lot more information here, but essentially, we will become the lead agency on the project. San Manuel has also agreed to provide any additional funding that is necessary to get that study done. San Manuel has already gone out and retained professional environmental and design services for the project, so we are going to shoehorn all that in with us and we are excited to get going on it. It has been a long time coming. Public Works Director/City Engineer Zamano has been working really hard and has finally made that headway with Caltrans. On September 21, the Planning Commission voted to continue a design review application for the proposed car wash addition at the ARCO AM/PM on Base Line and Seine Avenue. That will be coming back to the Planning Commission. The applicant was provided basic comments to upgrade architectural treatments and landscaping. A bid opening was held on September 27 for the demolition of the single-family home on the city owned lot on Central Avenue, a little south of Jeffrey Court. It does appear that we will more than likely have to rebid the project. So that will be coming forward to the Council, probably at the next meeting. Staff is still trying to make the determinations, but at this point it looks like a rebid is going to be necessary. Interviews were held on Monday for the Planning Technician position which was left vacant when our current Planning Technician was promoted to Assistant Planner. The second-round interviews will be conducted later this week and we hope to fill that position by October. Some Sheriff's Department stats, from September 13 to 26, they responded to 1,881 total calls for service, they took 131 total reports and made 76 arrests. That concludes City Manager's report.

14. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

None

## **ANNOUNCEMENTS**

None

## **CLOSED SESSION**

None

## **ADJOURN**

There being no further business, Mayor Pro Tem McCallon adjourned the meeting at 6:26 p.m. in memory of Sig Greenwalt and Richard Williams.

Submitted By:

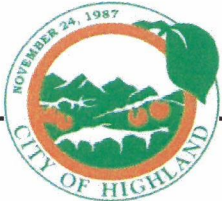
Approved By:

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Betty Hughes, MMC  
City Clerk

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Penny Lilburn  
Mayor



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph A. Hughes, City Manager

**REVIEWED BY:** Chuck Dantuono, Director of Administrative Services/City Treasurer 

**PREPARED BY:** Michelle Gomez, Accountant

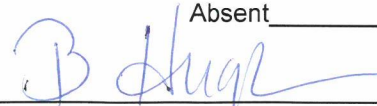
**SUBJECT:** Warrant Register #731

**RECOMMENDATION:** City Council to approve Warrant Register #731; Warrants in the amount of \$485,995.11 and Payroll in the amount of \$101,636.28.

**FISCAL IMPACT:** The total of Cash and Expenditures is \$587,631.39.

**PUBLIC NOTICE:** The agenda for this item was posted at the three required locations.

**BACKGROUND:** See Printouts Attached.

|                                                                                                   |               |                                                                                                      |                          |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|--------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>3</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                          |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____           |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                          |
|                                                                                                   | Absent _____  |                                                                                                      |                          |
| <br>City Clerk |               | <br>City Manager |                          |

CITY OF HIGHLAND  
WARRANT REGISTER #731

October 12, 2021

**Warrants:**

|                                                   |            |
|---------------------------------------------------|------------|
| 9/24/2021 Payroll Wire #611-614 & Ck #83715-83717 | 60,482.97  |
| 9/28/2021 Ck#83718-83769                          | 212,468.49 |
| 10/5/2021 Ck#83770-83815                          | 213,043.65 |

**Total Warrants** \$ 485,995.11

**Payroll:**

|                                        |            |
|----------------------------------------|------------|
| 9/24/2021 Direct Deposits #11096-11136 | 101,350.56 |
| 9/24/2021 Ck #644                      | 285.72     |

**Total Payroll** \$ 101,636.28

**Total Warrants & Payroll** \$ 587,631.39

**APPROVED BY:**

\_\_\_\_\_  
Larry McCallon  
Finance Subcommittee

\_\_\_\_\_  
Joseph A. Hughes  
City Manager

\_\_\_\_\_  
John Timmer  
Finance Subcommittee

\_\_\_\_\_  
Chuck Dantuono  
Director of Administrative  
Services/City Treasurer

09/22/2021 9:46:12AM

Voucher List  
CITY OF HIGHLAND

Page: 1

Bank code : wfb

| Voucher | Date      | Vendor                                | Description/Account             | Amount           |
|---------|-----------|---------------------------------------|---------------------------------|------------------|
| 611     | 9/24/2021 | 000003 ICMA RETIREMENT TRUST-457      | ICMA DEFERRED COMP 457: PAYMENT |                  |
|         |           |                                       | ICMA DEFERRED COMP 457: Payment |                  |
|         |           |                                       | 016.1170                        | 12.50            |
|         |           |                                       | ICMA DEFERRED COMP 457: Payment |                  |
|         |           |                                       | 023.1170                        | 5.00             |
|         |           |                                       | ICMA DEFERRED COMP 457: Payment |                  |
|         |           |                                       | 041.1170                        | 324.93           |
|         |           |                                       | ICMA DEFERRED COMP 457: Payment |                  |
|         |           |                                       | 070.1170                        | 291.65           |
|         |           |                                       | ICMA DEFERRED COMP 457: Payment |                  |
|         |           |                                       | 001.1170                        | 10,509.92        |
|         |           |                                       | ICMA DEFERRED COMP 457: Payment |                  |
|         |           |                                       | 004.1170                        | 971.66           |
|         |           |                                       | ICMA DEFERRED COMP 457: Payment |                  |
|         |           |                                       | 010.1170                        | 799.97           |
|         |           |                                       | ICMA DEFERRED COMP 457: Payment |                  |
|         |           |                                       | 012.1170                        | 12.50            |
|         |           |                                       | <b>Total :</b>                  | <b>12,928.13</b> |
| 612     | 9/24/2021 | 000004 PUBLIC EMPLOYEE RETIREMENT SYS | EPMC: PAYMENT                   |                  |
|         |           |                                       | EPMC: Payment                   |                  |
|         |           |                                       | 001.1145                        | 528.03           |
|         |           |                                       | EPMC: Payment                   |                  |
|         |           |                                       | 004.1145                        | 120.53           |
|         |           |                                       | EPMC: Payment                   |                  |
|         |           |                                       | 006.1145                        | 19.79            |
|         |           |                                       | EPMC: Payment                   |                  |
|         |           |                                       | 010.1145                        | 40.05            |
|         |           |                                       | EPMC: Payment                   |                  |
|         |           |                                       | 012.1145                        | 2.38             |
|         |           |                                       | EPMC: Payment                   |                  |
|         |           |                                       | 016.1145                        | 2.38             |
|         |           |                                       | EPMC: Payment                   |                  |
|         |           |                                       | 023.1145                        | 6.62             |
|         |           |                                       | EPMC: Payment                   |                  |
|         |           |                                       | 024.1145                        | 0.56             |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor | Description/Account                        | Amount    |
|---------|-----------|--------|--------------------------------------------|-----------|
| 612     | 9/24/2021 | 000004 | PUBLIC EMPLOYEE RETIREMENT SYS (Continued) |           |
|         |           |        | EPMC: Payment                              |           |
|         |           |        | 041.1145                                   | 31.58     |
|         |           |        | PERS SURVIVOR: Payment                     |           |
|         |           |        | 024.1145                                   | 0.05      |
|         |           |        | PERS SURVIVOR: Payment                     |           |
|         |           |        | 041.1145                                   | 0.33      |
|         |           |        | PERS SURVIVOR: Payment                     |           |
|         |           |        | 042.1145                                   | 1.64      |
|         |           |        | PERS SURVIVOR: Payment                     |           |
|         |           |        | 070.1145                                   | 0.65      |
|         |           |        | EPMC: Payment                              |           |
|         |           |        | 042.1145                                   | 11.51     |
|         |           |        | EPMC: Payment                              |           |
|         |           |        | 070.1145                                   | 54.68     |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 001.1145                                   | 13,023.80 |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 004.1145                                   | 2,784.75  |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 006.1145                                   | 680.20    |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 010.1145                                   | 937.33    |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 012.1145                                   | 173.89    |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 016.1145                                   | 173.87    |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 023.1145                                   | 116.16    |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 024.1145                                   | 19.21     |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 041.1145                                   | 451.29    |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 042.1145                                   | 721.69    |
|         |           |        | PERS: Payment                              |           |
|         |           |        | 070.1145                                   | 781.53    |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor                                | Description/Account    | Amount           |
|---------|-----------|---------------------------------------|------------------------|------------------|
| 612     | 9/24/2021 | 000004 PUBLIC EMPLOYEE RETIREMENT SYS | (Continued)            |                  |
|         |           |                                       | PERS SURVIVOR: Payment |                  |
|         |           |                                       | 001.1145               | 23.38            |
|         |           |                                       | PERS SURVIVOR: Payment |                  |
|         |           |                                       | 004.1145               | 4.65             |
|         |           |                                       | PERS SURVIVOR: Payment |                  |
|         |           |                                       | 006.1145               | 1.27             |
|         |           |                                       | PERS SURVIVOR: Payment |                  |
|         |           |                                       | 010.1145               | 1.05             |
|         |           |                                       | PERS SURVIVOR: Payment |                  |
|         |           |                                       | 012.1145               | 0.56             |
|         |           |                                       | PERS SURVIVOR: Payment |                  |
|         |           |                                       | 016.1145               | 0.56             |
|         |           |                                       | PERS SURVIVOR: Payment |                  |
|         |           |                                       | 023.1145               | 0.27             |
|         |           |                                       | <b>Total :</b>         | <b>20,716.24</b> |
| 613     | 9/24/2021 | 000119 INTERNAL REVENUE SERVICE       | FEDERAL TAXES: PAYMENT |                  |
|         |           |                                       | MEDICARE: Payment      |                  |
|         |           |                                       | 012.1140               | 42.24            |
|         |           |                                       | MEDICARE: Payment      |                  |
|         |           |                                       | 016.1140               | 42.26            |
|         |           |                                       | MEDICARE: Payment      |                  |
|         |           |                                       | 023.1140               | 24.52            |
|         |           |                                       | MEDICARE: Payment      |                  |
|         |           |                                       | 024.1140               | 4.40             |
|         |           |                                       | MEDICARE: Payment      |                  |
|         |           |                                       | 041.1140               | 76.26            |
|         |           |                                       | MEDICARE: Payment      |                  |
|         |           |                                       | 042.1140               | 170.30           |
|         |           |                                       | MEDICARE: Payment      |                  |
|         |           |                                       | 070.1140               | 134.22           |
|         |           |                                       | FEDERAL TAXES: Payment |                  |
|         |           |                                       | 001.1120               | 10,171.33        |
|         |           |                                       | FEDERAL TAXES: Payment |                  |
|         |           |                                       | 004.1120               | 2,177.21         |
|         |           |                                       | FEDERAL TAXES: Payment |                  |



Voucher List  
CITY OF HIGHLAND

Bank code : wfb

| Voucher | Date      | Vendor                          | Description/Account      | Amount           |
|---------|-----------|---------------------------------|--------------------------|------------------|
| 613     | 9/24/2021 | 000119 INTERNAL REVENUE SERVICE | (Continued)              |                  |
|         |           |                                 | 006.1120                 | 582.46           |
|         |           |                                 | FEDERAL TAXES: Payment   |                  |
|         |           |                                 | 010.1120                 | 699.99           |
|         |           |                                 | FEDERAL TAXES: Payment   |                  |
|         |           |                                 | 012.1120                 | 89.68            |
|         |           |                                 | FEDERAL TAXES: Payment   |                  |
|         |           |                                 | 016.1120                 | 89.68            |
|         |           |                                 | FEDERAL TAXES: Payment   |                  |
|         |           |                                 | 023.1120                 | 74.45            |
|         |           |                                 | FEDERAL TAXES: Payment   |                  |
|         |           |                                 | 024.1120                 | 14.88            |
|         |           |                                 | FEDERAL TAXES: Payment   |                  |
|         |           |                                 | 041.1120                 | 420.53           |
|         |           |                                 | FEDERAL TAXES: Payment   |                  |
|         |           |                                 | 042.1120                 | 472.64           |
|         |           |                                 | FEDERAL TAXES: Payment   |                  |
|         |           |                                 | 070.1120                 | 667.80           |
|         |           |                                 | SOCIAL SECURITY: Payment |                  |
|         |           |                                 | 001.1140                 | 605.94           |
|         |           |                                 | MEDICARE: Payment        |                  |
|         |           |                                 | 001.1140                 | 2,779.80         |
|         |           |                                 | MEDICARE: Payment        |                  |
|         |           |                                 | 004.1140                 | 558.44           |
|         |           |                                 | MEDICARE: Payment        |                  |
|         |           |                                 | 006.1140                 | 143.06           |
|         |           |                                 | MEDICARE: Payment        |                  |
|         |           |                                 | 010.1140                 | 174.42           |
|         |           |                                 | <b>Total :</b>           | <b>20,216.51</b> |
| 614     | 9/24/2021 | 000001 CALIF STATE EMPLOYMENT   | STATE TAXES: PAYMENT     |                  |
|         |           |                                 | STATE TAXES: Payment     |                  |
|         |           |                                 | 001.1130                 | 3,912.18         |
|         |           |                                 | STATE TAXES: Payment     |                  |
|         |           |                                 | 004.1130                 | 887.35           |
|         |           |                                 | STATE TAXES: Payment     |                  |
|         |           |                                 | 006.1130                 | 223.10           |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor                        | Description/Account                 | Amount          |
|---------|-----------|-------------------------------|-------------------------------------|-----------------|
| 614     | 9/24/2021 | 000001 CALIF STATE EMPLOYMENT | (Continued)                         |                 |
|         |           |                               | STATE TAXES: Payment                |                 |
|         |           |                               | 010.1130                            | 317.70          |
|         |           |                               | STATE TAXES: Payment                |                 |
|         |           |                               | 012.1130                            | 37.48           |
|         |           |                               | STATE TAXES: Payment                |                 |
|         |           |                               | 016.1130                            | 37.48           |
|         |           |                               | STATE TAXES: Payment                |                 |
|         |           |                               | 023.1130                            | 21.12           |
|         |           |                               | STATE TAXES: Payment                |                 |
|         |           |                               | 024.1130                            | 5.10            |
|         |           |                               | STATE TAXES: Payment                |                 |
|         |           |                               | 041.1130                            | 171.25          |
|         |           |                               | STATE TAXES: Payment                |                 |
|         |           |                               | 042.1130                            | 171.61          |
|         |           |                               | STATE TAXES: Payment                |                 |
|         |           |                               | 070.1130                            | 260.41          |
|         |           |                               | <b>Total :</b>                      | <b>6,044.78</b> |
| 83715   | 9/24/2021 | 003804 AFLAC WWHQ             | AFLAC ACCIDENT INSURANCE: PAYMENT   |                 |
|         |           |                               | AFLAC SPECIFIED HEALTH INS: Payment |                 |
|         |           |                               | 012.1181                            | 1.48            |
|         |           |                               | AFLAC SPECIFIED HEALTH INS: Payment |                 |
|         |           |                               | 016.1181                            | 1.48            |
|         |           |                               | AFLAC ACCIDENT INSURANCE: Payment   |                 |
|         |           |                               | 001.1181                            | 108.80          |
|         |           |                               | AFLAC ACCIDENT INSURANCE: Payment   |                 |
|         |           |                               | 004.1181                            | 13.96           |
|         |           |                               | AFLAC ACCIDENT INSURANCE: Payment   |                 |
|         |           |                               | 012.1181                            | 3.57            |
|         |           |                               | AFLAC ACCIDENT INSURANCE: Payment   |                 |
|         |           |                               | 016.1181                            | 3.56            |
|         |           |                               | AFLAC ACCIDENT INSURANCE: Payment   |                 |
|         |           |                               | 023.1181                            | 5.80            |
|         |           |                               | AFLAC ACCIDENT INSURANCE: Payment   |                 |
|         |           |                               | 024.1181                            | 0.27            |
|         |           |                               | AFLAC CANCER INSURANCE: Payment     |                 |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor                      | Description/Account                 | Amount        |
|---------|-----------|-----------------------------|-------------------------------------|---------------|
| 83715   | 9/24/2021 | 003804 AFLAC WWHQ           | (Continued)                         |               |
|         |           |                             | 001.1181                            | 18.63         |
|         |           |                             | AFLAC DISABILITY INSURANCE: Payment |               |
|         |           |                             | 001.1181                            | 211.34        |
|         |           |                             | AFLAC DISABILITY INSURANCE: Payment |               |
|         |           |                             | 004.1181                            | 24.69         |
|         |           |                             | AFLAC DISABILITY INSURANCE: Payment |               |
|         |           |                             | 012.1181                            | 6.29          |
|         |           |                             | AFLAC DISABILITY INSURANCE: Payment |               |
|         |           |                             | 016.1181                            | 6.29          |
|         |           |                             | AFLAC DISABILITY INSURANCE: Payment |               |
|         |           |                             | 024.1181                            | 0.51          |
|         |           |                             | AFLAC HOSPITAL INSURANCE: Payment   |               |
|         |           |                             | 001.1181                            | 73.59         |
|         |           |                             | AFLAC HOSPITAL INSURANCE: Payment   |               |
|         |           |                             | 012.1181                            | 6.71          |
|         |           |                             | AFLAC HOSPITAL INSURANCE: Payment   |               |
|         |           |                             | 016.1181                            | 6.70          |
|         |           |                             | AFLAC DENTAL: Payment               |               |
|         |           |                             | 001.1181                            | 27.89         |
|         |           |                             | AFLAC DENTAL: Payment               |               |
|         |           |                             | 004.1181                            | 0.56          |
|         |           |                             | AFLAC DENTAL: Payment               |               |
|         |           |                             | 041.1181                            | 1.67          |
|         |           |                             | AFLAC DENTAL: Payment               |               |
|         |           |                             | 070.1181                            | 0.54          |
|         |           |                             | AFLAC SPECIFIED HEALTH INS: Payment |               |
|         |           |                             | 001.1181                            | 2.98          |
|         |           |                             | <b>Total :</b>                      | <b>527.31</b> |
| 83716   | 9/24/2021 | 000433 ARROWHEAD UNITED WAY | ARROWHEAD UNITED WAY: PAYMENT       |               |
|         |           |                             | ARROWHEAD UNITED WAY: Payment       |               |
|         |           |                             | 001.1180                            | 11.27         |
|         |           |                             | ARROWHEAD UNITED WAY: Payment       |               |
|         |           |                             | 004.1180                            | 0.76          |
|         |           |                             | ARROWHEAD UNITED WAY: Payment       |               |
|         |           |                             | 041.1180                            | 2.26          |

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Voucher List  
CITY OF HIGHLAND

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Bank code : wfb

| Voucher                        | Date      | Vendor                      | Description/Account                                                                                                        | Amount                     |
|--------------------------------|-----------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 83716                          | 9/24/2021 | 000433 ARROWHEAD UNITED WAY | (Continued)<br>ARROWHEAD UNITED WAY: Payment<br>070.1180                                                                   | 0.71                       |
| Total :                        |           |                             |                                                                                                                            | 15.00                      |
| 83717                          | 9/24/2021 | 004556 STATE OF CALIFORNIA  | STATE TAX GARNISHMENT: PAYMENT<br>STATE TAX GARNISHMENT: Payment<br>001.1180<br>STATE TAX GARNISHMENT: Payment<br>006.1180 | 21.00                      |
| Total :                        |           |                             |                                                                                                                            | 14.00                      |
| Total :                        |           |                             |                                                                                                                            | 35.00                      |
| 7 Vouchers for bank code : wfb |           |                             |                                                                                                                            | Bank total : 60,482.97     |
| 7 Vouchers in this report      |           |                             |                                                                                                                            | Total vouchers : 60,482.97 |

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**Voucher List**  
**CITY OF HIGHLAND**

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Bank code : wfb

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>                         | <u>Description/Account</u>                                                                                                                                          | <u>Amount</u>                                             |
|----------------|-------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 83718          | 9/28/2021   | 000014 ALL CITY MANAGEMENT SERVICES   | CROSSING GUARD SERVICES<br>CROSSING GUARD SERVICES<br>002.8200.4530                                                                                                 | 3,022.80<br><b>Total : 3,022.80</b>                       |
| 83719          | 9/28/2021   | 001271 ALL STAR FIRE EQUIP, INC       | SCBA REPAIRS<br>SCBA REPAIRS<br>028.2050.4245<br>SCBA REPAIRS<br>029.2100.4245<br>ME543 REPAIRS<br>ME543 REPAIRS<br>028.2050.4245<br>ME543 REPAIRS<br>029.2100.4245 | 53.45<br>53.44<br>82.78<br>82.77<br><b>Total : 272.44</b> |
| 83720          | 9/28/2021   | 005771 AMAZON CAPITAL SERVICES        | OFFICE SUPPLIES<br>OFFICE SUPPLIES<br>042.9510.4200                                                                                                                 | 30.09<br><b>Total : 30.09</b>                             |
| 83721          | 9/28/2021   | 001072 AUTO ZONE                      | STATION #2 ENGINE CLEANING SUPPLIES<br>STATION #2 ENGINE CLEANING SUPPLIES<br>028.2050.4240<br>STATION #2 ENGINE CLEANING SUPPLIES<br>029.2100.4240                 | 24.22<br>24.21<br><b>Total : 48.43</b>                    |
| 83722          | 9/28/2021   | 001072 AUTO ZONE                      | VEH#127 MAINTENANCE<br>VEH#127 MAINTENANCE<br>001.4600.4240                                                                                                         | 19.30<br><b>Total : 19.30</b>                             |
| 83723          | 9/28/2021   | 000068 CITY CLERK'S ASSOCIATION OF CA | ANNUAL MEMBERSHIP-HUGHES<br>ANNUAL MEMBERSHIP-HUGHES<br>001.1200.4310                                                                                               | 200.00                                                    |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor | Description/Account                                   | Amount          |
|---------|-----------|--------|-------------------------------------------------------|-----------------|
| 83723   | 9/28/2021 | 000068 | 000068 CITY CLERK'S ASSOCIATION OF CA (Continued)     |                 |
|         |           |        | <b>Total :</b>                                        | <b>200.00</b>   |
| 83724   | 9/28/2021 | 005553 | CLARK PEST CONTROL OF STOCKTON CITY HALL PEST CONTROL |                 |
|         |           |        | CITY HALL PEST CONTROL                                |                 |
|         |           |        | 042.9510.4589                                         | 62.00           |
|         |           |        | STATION #2 PEST CONTROL                               |                 |
|         |           |        | STATION #2 PEST CONTROL                               |                 |
|         |           |        | 028.2050.4589                                         | 23.00           |
|         |           |        | STATION #2 PEST CONTROL                               |                 |
|         |           |        | 029.2100.4589                                         | 23.00           |
|         |           |        | POLICE DEPT PEST CONTROL                              |                 |
|         |           |        | POLICE DEPT PEST CONTROL                              |                 |
|         |           |        | 001.2000.4589                                         | 97.00           |
|         |           |        | <b>Total :</b>                                        | <b>205.00</b>   |
| 83725   | 9/28/2021 | 002106 | CODE PUBLISHING, INC. MUNICIPAL CODE CODIFICATION     |                 |
|         |           |        | MUNICIPAL CODE CODIFICATION                           |                 |
|         |           |        | 001.1200.4625                                         | 772.50          |
|         |           |        | <b>Total :</b>                                        | <b>772.50</b>   |
| 83726   | 9/28/2021 | 000143 | COMMUNITY WORKS DESIGN GROUP TRA20001 DE GCF-AUG      |                 |
|         |           |        | TRA20001 DE GCF-AUG                                   |                 |
|         |           |        | 023.3890.6816                                         | 3,162.60        |
|         |           |        | TRA20001 DE RTP-AUG                                   |                 |
|         |           |        | TRA20001 DE RTP-AUG                                   |                 |
|         |           |        | 030.8495.6816                                         | 4,367.40        |
|         |           |        | <b>Total :</b>                                        | <b>7,530.00</b> |
| 83727   | 9/28/2021 | 005946 | COSIO, JOSEPHINE REIMB BP#20211017                    |                 |
|         |           |        | REIMB BP#20211017                                     |                 |
|         |           |        | 001.1450.7600                                         | 225.00          |
|         |           |        | <b>Total :</b>                                        | <b>225.00</b>   |
| 83728   | 9/28/2021 | 005859 | COUNTY OF SAN BERNARDINO DEPT RADIO ACCESS-AUG        |                 |
|         |           |        | RADIO ACCESS-AUG                                      |                 |
|         |           |        | 028.2050.4209                                         | 625.37          |
|         |           |        | RADIO ACCESS-AUG                                      |                 |
|         |           |        | 029.2100.4209                                         | 625.37          |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Description/Account</u>                      | <u>Amount</u>    |
|----------------|-------------|---------------|-------------------------------------------------|------------------|
| 83728          | 9/28/2021   | 005859        | 005859 COUNTY OF SAN BERNARDINO DEI (Continued) |                  |
|                |             |               | <b>Total :</b>                                  | <b>1,250.74</b>  |
| 83729          | 9/28/2021   | 005817        | CRE HAIR STUDIO                                 |                  |
|                |             |               | SMALL BUS ASST PROG CSFRF/CLFRF-ARP             |                  |
|                |             |               | SMALL BUS ASST PROG CSFRF/CLFRF-ARP             |                  |
|                |             |               | 030.8495.4349                                   | 7,500.00         |
|                |             |               | <b>Total :</b>                                  | <b>7,500.00</b>  |
| 83730          | 9/28/2021   | 004860        | CRIME SCENE STERI-CLEAN, LLC                    |                  |
|                |             |               | BIO HAZARD CLEAN UP-CHURCH AVE                  |                  |
|                |             |               | BIO HAZARD CLEAN UP-CHURCH AVE                  |                  |
|                |             |               | 004.8310.4576                                   | 850.00           |
|                |             |               | <b>Total :</b>                                  | <b>850.00</b>    |
| 83731          | 9/28/2021   | 001701        | CSMFO                                           |                  |
|                |             |               | CSMFO BUDGET AWARD APP                          |                  |
|                |             |               | CSMFO BUDGET AWARD APP                          |                  |
|                |             |               | 001.1700.4310                                   | 150.00           |
|                |             |               | <b>Total :</b>                                  | <b>150.00</b>    |
| 83732          | 9/28/2021   | 005846        | DANCE MOVE LIVE                                 |                  |
|                |             |               | SMALL BUS ASST PROG CSFRF/CLFRF-ARP             |                  |
|                |             |               | SMALL BUS ASST PROG CSFRF/CLFRF-ARP             |                  |
|                |             |               | 030.8495.4349                                   | 7,500.00         |
|                |             |               | <b>Total :</b>                                  | <b>7,500.00</b>  |
| 83733          | 9/28/2021   | 002396        | DUDEK                                           |                  |
|                |             |               | PROJECT MANAGEMENT-AUG                          |                  |
|                |             |               | PROJECT MANAGEMENT-AUG                          |                  |
|                |             |               | 027.8490.4662                                   | 200.00           |
|                |             |               | HOUSING ELEMENT-AUG                             |                  |
|                |             |               | HOUSING ELEMENT-AUG                             |                  |
|                |             |               | 027.8490.4662                                   | 2,860.00         |
|                |             |               | SAFETY AND ENVIRONMENTAL JUSTICE                |                  |
|                |             |               | SAFETY AND ENVIRONMENTAL JUSTICE                |                  |
|                |             |               | 027.8490.4662                                   | 60.00            |
|                |             |               | ENVIRONMENTAL REVIEW-AUG                        |                  |
|                |             |               | ENVIRONMENTAL REVIEW-AUG                        |                  |
|                |             |               | 027.8490.4662                                   | 10,531.25        |
|                |             |               | <b>Total :</b>                                  | <b>13,651.25</b> |
| 83734          | 9/28/2021   | 005780        | EAST HIGHLAND FAMILY OPTOMETRY                  |                  |
|                |             |               | SMALL BUS ASST PROG CSFRF/CLFRF-ARP             |                  |
|                |             |               | SMALL BUS ASST PROG CSFRF/CLFRF-ARP             |                  |
|                |             |               | 030.8495.4349                                   | 7,500.00         |

**Voucher List**  
**CITY OF HIGHLAND**

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| Voucher        | Date      | Vendor | Description/Account                             | Amount          |
|----------------|-----------|--------|-------------------------------------------------|-----------------|
| 83734          | 9/28/2021 | 005780 | 005780 EAST HIGHLAND FAMILY OPTOMET (Continued) |                 |
| <b>Total :</b> |           |        |                                                 | <b>7,500.00</b> |
| 83735          | 9/28/2021 | 000085 | EAST VALLEY WATER DISTRICT                      |                 |
|                |           |        | CITY HALL-SEP                                   |                 |
|                |           |        | CITY HALL-SEP                                   |                 |
|                |           |        | 042.9510.4030                                   | 306.13          |
|                |           |        | CITY HALL-SEP                                   |                 |
|                |           |        | CITY HALL-SEP                                   |                 |
|                |           |        | 042.9510.4030                                   | 35.14           |
|                |           |        | POLICE STATION-SEP                              |                 |
|                |           |        | POLICE STATION-SEP                              |                 |
|                |           |        | 001.2000.4030                                   | 1,132.73        |
|                |           |        | POLICE STATION-SEP                              |                 |
|                |           |        | POLICE STATION-SEP                              |                 |
|                |           |        | 001.2000.4030                                   | 52.70           |
|                |           |        | POLICE STATION-SEP                              |                 |
|                |           |        | POLICE STATION-SEP                              |                 |
|                |           |        | 001.2000.4030                                   | 52.70           |
|                |           |        | POLICE STATION-SEP                              |                 |
|                |           |        | POLICE STATION-SEP                              |                 |
|                |           |        | 001.2000.4030                                   | 147.02          |
|                |           |        | STATION #1-SEP                                  |                 |
|                |           |        | STATION #1-SEP                                  |                 |
|                |           |        | 029.2100.4030                                   | 68.77           |
|                |           |        | STATION #1-SEP                                  |                 |
|                |           |        | 028.2050.4030                                   | 68.77           |
|                |           |        | BASELINE MEDIAN-SEP                             |                 |
|                |           |        | BASELINE MEDIAN-SEP                             |                 |
|                |           |        | 004.8310.4030                                   | 252.42          |
| <b>Total :</b> |           |        |                                                 | <b>2,116.38</b> |
| 83736          | 9/28/2021 | 005790 | ENCHANTED ATTIC                                 |                 |
|                |           |        | SMALL BUS ASST PROG CSFRF/CLFRF-ARP             |                 |
|                |           |        | SMALL BUS ASST PROG CSFRF/CLFRF-ARP             |                 |
|                |           |        | 030.8495.4349                                   | 7,500.00        |
| <b>Total :</b> |           |        |                                                 | <b>7,500.00</b> |
| 83737          | 9/28/2021 | 005358 | FLEET SERVICES INC                              |                 |
|                |           |        | ME542 REPAIR                                    |                 |
|                |           |        | ME542 REPAIR                                    |                 |
|                |           |        | 028.2050.4240                                   | 103.44          |



**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor                                | Description/Account                                                                                                                                                                                                                                                                          | Amount   |
|---------|-----------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 83737   | 9/28/2021 | 005358 FLEET SERVICES INC             | (Continued)<br>ME542 REPAIR<br>029.2100.4240                                                                                                                                                                                                                                                 | 103.44   |
| Total : |           |                                       |                                                                                                                                                                                                                                                                                              | 206.88   |
| 83738   | 9/28/2021 | 004453 HARRIS & ASSOCIATES            | ASSESSMENT ENG SERVICES<br>ASSESSMENT ENG SERVICES<br>012.8500.4550<br>ASSESSMENT ENG SERVICES<br>024.8470.4550                                                                                                                                                                              | 2,192.40 |
| Total : |           |                                       |                                                                                                                                                                                                                                                                                              | 135.60   |
| Total : |           |                                       |                                                                                                                                                                                                                                                                                              | 2,328.00 |
| 83739   | 9/28/2021 | 000105 HIGHLAND CHAMBER OF COMMERCE   | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349                                                                                                                                                                                                  | 7,500.00 |
| Total : |           |                                       |                                                                                                                                                                                                                                                                                              | 7,500.00 |
| 83740   | 9/28/2021 | 005947 HIGHLAND INN                   | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349                                                                                                                                                                                                  | 7,500.00 |
| Total : |           |                                       |                                                                                                                                                                                                                                                                                              | 7,500.00 |
| 83741   | 9/28/2021 | 005554 IMPERIAL SPRINKLER SUPPLY      | LMD 36 IRRIGATION SUPPLIES<br>LMD 36 IRRIGATION SUPPLIES<br>012.8500.4206                                                                                                                                                                                                                    | 134.80   |
| Total : |           |                                       |                                                                                                                                                                                                                                                                                              | 134.80   |
| 83742   | 9/28/2021 | 002664 INLAND LIGHTING SUPPLIES, INC. | LIGHTING SUPPLIES CITY HALL<br>LIGHTING SUPPLIES CITY HALL<br>042.9510.4070<br>LIGHTING SUPPLIES POLICE<br>LIGHTING SUPPLIES POLICE<br>001.2000.4070<br>LIGHTING SUPPLIES YMCA<br>LIGHTING SUPPLIES YMCA<br>001.6000.4070<br>LIGHTING SUPPLIES ELC<br>LIGHTING SUPPLIES ELC<br>001.6000.4070 | 120.00   |
|         |           |                                       |                                                                                                                                                                                                                                                                                              | 110.00   |
|         |           |                                       |                                                                                                                                                                                                                                                                                              | 201.00   |
|         |           |                                       |                                                                                                                                                                                                                                                                                              | 110.00   |

Bank code : wfb

| Voucher | Date      | Vendor                                | Description/Account                                                                                                                                                                                        | Amount                                                   |
|---------|-----------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 83742   | 9/28/2021 | 002664 INLAND LIGHTING SUPPLIES, INC. | (Continued)<br>LIGHTING SUPPLIES AURANTIA PARK<br>LIGHTING SUPPLIES AURANTIA PARK<br>001.6000.4070                                                                                                         | 95.70                                                    |
|         |           |                                       | <b>Total :</b>                                                                                                                                                                                             | <b>636.70</b>                                            |
| 83743   | 9/28/2021 | 003673 JOHNSON CONTROLS, INC          | YMCA HVAC MAINTENANCE AGREEMENT<br>YMCA HVAC MAINTENANCE AGREEMENT<br>001.6000.4588                                                                                                                        | 7,630.00                                                 |
|         |           |                                       | <b>Total :</b>                                                                                                                                                                                             | <b>7,630.00</b>                                          |
| 83744   | 9/28/2021 | 005818 JOYCE CLEANERS                 | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349                                                                                                                | 7,500.00                                                 |
|         |           |                                       | <b>Total :</b>                                                                                                                                                                                             | <b>7,500.00</b>                                          |
| 83745   | 9/28/2021 | 000127 K & L HARDWARE                 | YMCA SUPPLIES<br>YMCA SUPPLIES<br>001.6000.4206<br>CORP YARD SUPPLIES<br>CORP YARD SUPPLIES<br>004.8310.4206<br>CUNNINGHAM PARK SUPPLIES<br>CUNNINGHAM PARK SUPPLIES<br>016.8540.4206                      | 13.98<br><br><br><br><br>42.18<br><br><br>8.60           |
|         |           |                                       | <b>Total :</b>                                                                                                                                                                                             | <b>64.76</b>                                             |
| 83746   | 9/28/2021 | 000127 K & L HARDWARE                 | STATION #3 SUPPLIES<br>STATION #3 SUPPLIES<br>028.2050.4070<br>STATION #3 SUPPLIES<br>029.2100.4070<br>STATION #2 SUPPLIES<br>STATION #2 SUPPLIES<br>028.2050.4020<br>STATION #2 SUPPLIES<br>029.2100.4020 | 16.54<br><br><br><br>16.54<br><br><br>11.84<br><br>11.83 |
|         |           |                                       | <b>Total :</b>                                                                                                                                                                                             | <b>56.75</b>                                             |

**Voucher List**  
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| Voucher | Date      | Vendor                               | Description/Account                                                                                                                                                                                                                                                                                         | Amount   |
|---------|-----------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 83747   | 9/28/2021 | 005948 KHOV CORPORATION              | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349                                                                                                                                                                                                                 | 7,500.00 |
| Total : |           |                                      |                                                                                                                                                                                                                                                                                                             | 7,500.00 |
| 83748   | 9/28/2021 | 000207 KONICA MINOLTA                | COPIER MAINT-SEP<br>COPIER MAINT-SEP<br>042.9510.4205<br>COPIER MAINT-SEP<br>001.2000.4205                                                                                                                                                                                                                  | 659.28   |
| Total : |           |                                      |                                                                                                                                                                                                                                                                                                             | 15.33    |
| 83749   | 9/28/2021 | 000168 LETICIA NAVA-CRUZ, PETTY CASH | PETTY CASH-SEP<br>PETTY CASH-SEP<br>001.0020                                                                                                                                                                                                                                                                | 125.00   |
| Total : |           |                                      |                                                                                                                                                                                                                                                                                                             | 125.00   |
| 83750   | 9/28/2021 | 001404 LOWE'S                        | GRAFFITI SUPPLIES<br>GRAFFITI SUPPLIES<br>001.6010.4206<br>GRAFFITI SUPPLIES<br>GRAFFITI SUPPLIES<br>001.6010.4206<br>CORP YARD SUPPLIES<br>CORP YARD SUPPLIES<br>004.8310.4206<br>FS#3: KITCHEN CABINET KNOB<br>FS#3: KITCHEN CABINET KNOB<br>029.2100.4203<br>FS#3: KITCHEN CABINET KNOB<br>028.2050.4203 | 178.90   |
|         |           |                                      |                                                                                                                                                                                                                                                                                                             | 46.05    |
|         |           |                                      |                                                                                                                                                                                                                                                                                                             | 51.17    |
|         |           |                                      |                                                                                                                                                                                                                                                                                                             | 29.95    |
|         |           |                                      |                                                                                                                                                                                                                                                                                                             | 29.94    |
| Total : |           |                                      |                                                                                                                                                                                                                                                                                                             | 336.01   |
| 83751   | 9/28/2021 | 005814 MARISCOS ESPINOZA             | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349                                                                                                                                                                                                                 | 7,500.00 |
| Total : |           |                                      |                                                                                                                                                                                                                                                                                                             | 7,500.00 |
| 83752   | 9/28/2021 | 005778 MCCLEANERS #4                 | SMALL BUS ASST PROG CSFRF/CLFRF-ARP                                                                                                                                                                                                                                                                         |          |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor                               | Description/Account                                                                                 | Amount   |
|---------|-----------|--------------------------------------|-----------------------------------------------------------------------------------------------------|----------|
| 83752   | 9/28/2021 | 005778 MCCLEANERS #4                 | (Continued)<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349                                 | 7,500.00 |
| Total : |           |                                      |                                                                                                     | 7,500.00 |
| 83753   | 9/28/2021 | 001439 OFFICE SOLUTIONS              | FS: OFFICE SUPPLIES<br>FS: OFFICE SUPPLIES<br>029.2100.4200<br>FS: OFFICE SUPPLIES<br>028.2050.4200 | 232.79   |
| Total : |           |                                      |                                                                                                     | 232.78   |
| Total : |           |                                      |                                                                                                     | 465.57   |
| 83754   | 9/28/2021 | 005832 PHO T&T VIETNAMESE RESTAURANT | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349         | 7,500.00 |
| Total : |           |                                      |                                                                                                     | 7,500.00 |
| 83755   | 9/28/2021 | 005797 PRECISION ENGINEERING         | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349         | 7,500.00 |
| Total : |           |                                      |                                                                                                     | 7,500.00 |
| 83756   | 9/28/2021 | 005788 REDEEM CPR                    | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349         | 7,500.00 |
| Total : |           |                                      |                                                                                                     | 7,500.00 |
| 83757   | 9/28/2021 | 001070 SAFETY-KLEEN SYSTEMS, INC.    | PARTS WASHER SERVICE<br>PARTS WASHER SERVICE<br>001.2000.4245                                       | 249.71   |
| Total : |           |                                      |                                                                                                     | 249.71   |
| 83758   | 9/28/2021 | 005945 SAM'S BARBERSHOP              | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349         | 7,500.00 |
| Total : |           |                                      |                                                                                                     | 7,500.00 |
| 83759   | 9/28/2021 | 000204 SOCALGAS                      | STATION #3-SEP<br>STATION #3-SEP                                                                    |          |

**Voucher List**  
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| Voucher | Date      | Vendor                               | Description/Account                 | Amount          |
|---------|-----------|--------------------------------------|-------------------------------------|-----------------|
| 83759   | 9/28/2021 | 000204 SOCALGAS                      | (Continued)                         |                 |
|         |           |                                      | 028.2050.4020                       | 27.56           |
|         |           |                                      | STATION #3-SEP                      |                 |
|         |           |                                      | 029.2100.4020                       | 27.56           |
|         |           |                                      | <b>Total :</b>                      | <b>55.12</b>    |
| 83760   | 9/28/2021 | 000203 SOUTHERN CALIFORNIA EDISON    | TRAFFIC SIG PALM/CYPRESS-SEP        |                 |
|         |           |                                      | TRAFFIC SIG PALM/CYPRESS-SEP        |                 |
|         |           |                                      | 004.8310.4580                       | 53.14           |
|         |           |                                      | <b>Total :</b>                      | <b>53.14</b>    |
| 83761   | 9/28/2021 | 000203 SOUTHERN CALIFORNIA EDISON    | LMD 70-SEP                          |                 |
|         |           |                                      | LMD 70-SEP                          |                 |
|         |           |                                      | 012.8500.4010                       | 42.60           |
|         |           |                                      | <b>Total :</b>                      | <b>42.60</b>    |
| 83762   | 9/28/2021 | 005800 THE APPRAISAL OFFICE          | SMALL BUS ASST PROG CSFRF/CLFRF-ARP |                 |
|         |           |                                      | SMALL BUS ASST PROG CSFRF/CLFRF-ARP |                 |
|         |           |                                      | 030.8495.4349                       | 7,500.00        |
|         |           |                                      | <b>Total :</b>                      | <b>7,500.00</b> |
| 83763   | 9/28/2021 | 005815 TRENDSETTER SALON AND DAY SPA | SMALL BUS ASST PROG CSFRF/CLFRF-ARP |                 |
|         |           |                                      | SMALL BUS ASST PROG CSFRF/CLFRF-ARP |                 |
|         |           |                                      | 030.8495.4349                       | 7,500.00        |
|         |           |                                      | <b>Total :</b>                      | <b>7,500.00</b> |
| 83764   | 9/28/2021 | 005779 VILLAGE NAILS & SPA           | SMALL BUS ASST PROG CSFRF/CLFRE-ARP |                 |
|         |           |                                      | SMALL BUS ASST PROG CSFRF/CLFRE-ARP |                 |
|         |           |                                      | 030.8495.4349                       | 7,500.00        |
|         |           |                                      | <b>Total :</b>                      | <b>7,500.00</b> |
| 83765   | 9/28/2021 | 005215 WATER STREET LAND, LLC.       | LMD 70 ELECTRICITY REIMBURSEMENT    |                 |
|         |           |                                      | LMD 70 ELECTRICITY REIMBURSEMENT    |                 |
|         |           |                                      | 012.8500.4010                       | 261.73          |
|         |           |                                      | <b>Total :</b>                      | <b>261.73</b>   |
| 83766   | 9/28/2021 | 000233 WAXIE SANITARY SUPPLY         | STATION #1 JANITORIAL SUPPLIES      |                 |
|         |           |                                      | STATION #1 JANITORIAL SUPPLIES      |                 |
|         |           |                                      | 028.2050.4055                       | 88.10           |

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| Voucher                         | Date      | Vendor                          | Description/Account                                                 | Amount                      |
|---------------------------------|-----------|---------------------------------|---------------------------------------------------------------------|-----------------------------|
| 83766                           | 9/28/2021 | 000233 WAXIE SANITARY SUPPLY    | (Continued)<br>STATION #1 JANITORIAL SUPPLIES<br>029.2100.4055      | 88.10                       |
| Total :                         |           |                                 |                                                                     | 176.20                      |
| 83767                           | 9/28/2021 | 000233 WAXIE SANITARY SUPPLY    | PD: JANITORIAL SUPPLIES<br>PD: JANITORIAL SUPPLIES<br>001.2000.4055 | 58.80                       |
| Total :                         |           |                                 |                                                                     | 58.80                       |
| 83768                           | 9/28/2021 | 001677 YMCA OF THE EAST VALLEY  | MONTHLY REIMB-AUG<br>MONTHLY REIMB-AUG<br>001.6000.4526             | 40,833.00                   |
| Total :                         |           |                                 |                                                                     | 40,833.00                   |
| 83769                           | 9/28/2021 | 004298 ZOLL MEDICAL CORPORATION | PARAMEDIC SUPPLIES<br>PARAMEDIC SUPPLIES<br>028.2050.4207           | 235.18                      |
| Total :                         |           |                                 |                                                                     | 235.18                      |
| 52 Vouchers for bank code : wfb |           |                                 |                                                                     | Bank total : 212,468.49     |
| 52 Vouchers in this report      |           |                                 |                                                                     | Total vouchers : 212,468.49 |

**Voucher List**  
**CITY OF HIGHLAND**

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| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>                         | <u>Description/Account</u>               | <u>Amount</u>    |
|----------------|-------------|---------------------------------------|------------------------------------------|------------------|
| 83770          | 10/5/2021   | 000004 PUBLIC EMPLOYEE RETIREMENT SYS | PERS HEALTH-OCT                          |                  |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 012.1150                                 | 180.22           |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 016.1150                                 | 180.22           |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 041.1150                                 | 309.09           |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 070.1150                                 | 290.46           |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 001.1450.3511                            | 47.71            |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 041.9500.3515                            | 2,200.00         |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 001.1150                                 | 9,233.40         |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 004.1150                                 | 1,584.15         |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 006.1150                                 | 468.58           |
|                |             |                                       | PERS HEALTH-OCT                          |                  |
|                |             |                                       | 010.1150                                 | 1,065.27         |
|                |             |                                       | <b>Total :</b>                           | <b>15,559.10</b> |
| 83771          | 10/5/2021   | 000014 ALL CITY MANAGEMENT SERVICES   | CROSSING GUARD SERVICES                  |                  |
|                |             |                                       | CROSSING GUARD SERVICES                  |                  |
|                |             |                                       | 002.8200.4530                            | 713.06           |
|                |             |                                       | CROSSING GUARD SERVICES CREDIT INV 71187 |                  |
|                |             |                                       | CROSSING GUARD SERVICES CREDIT INV 71187 |                  |
|                |             |                                       | 002.8200.4530                            | -564.24          |
|                |             |                                       | <b>Total :</b>                           | <b>148.82</b>    |
| 83772          | 10/5/2021   | 000043 BALLARD PLUMBING HEATING & AIR | HVAC MAINTENANCE                         |                  |
|                |             |                                       | HVAC MAINTENANCE                         |                  |
|                |             |                                       | 028.2050.4588                            | 175.00           |
|                |             |                                       | HVAC MAINTENANCE                         |                  |
|                |             |                                       | 029.2100.4588                            | 175.00           |

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| Voucher | Date      | Vendor | Description/Account                               | Amount        |
|---------|-----------|--------|---------------------------------------------------|---------------|
| 83772   | 10/5/2021 | 000043 | 000043 BALLARD PLUMBING HEATING & All (Continued) |               |
|         |           |        | <b>Total :</b>                                    | <b>350.00</b> |
| 83773   | 10/5/2021 | 000085 | EAST VALLEY WATER DISTRICT                        |               |
|         |           |        | CANYON OAKS PARK-SEP                              |               |
|         |           |        | CANYON OAKS PARK-SEP                              |               |
|         |           |        | 016.8540.4030                                     | 936.21        |
|         |           |        | BEATTIE IRRIGATION-SEP                            |               |
|         |           |        | BEATTIE IRRIGATION-SEP                            |               |
|         |           |        | 001.6000.4030                                     | 8,675.97      |
|         |           |        | LMD 00 BASELINE-SEP                               |               |
|         |           |        | LMD 00 BASELINE-SEP                               |               |
|         |           |        | 012.8500.4030                                     | 243.29        |
|         |           |        | LMD 01 A-SEP                                      |               |
|         |           |        | LMD 01 A-SEP                                      |               |
|         |           |        | 012.8500.4030                                     | 88.69         |
|         |           |        | LMD 01 B-SEP                                      |               |
|         |           |        | LMD 01 B-SEP                                      |               |
|         |           |        | 012.8500.4030                                     | 91.30         |
|         |           |        | LMD 02 A-SEP                                      |               |
|         |           |        | LMD 02 A-SEP                                      |               |
|         |           |        | 012.8500.4030                                     | 113.00        |
|         |           |        | LMD 02 B-SEP                                      |               |
|         |           |        | LMD 02 B-SEP                                      |               |
|         |           |        | 012.8500.4030                                     | 368.14        |
|         |           |        | LMD 02 C-SEP                                      |               |
|         |           |        | LMD 02 C-SEP                                      |               |
|         |           |        | 012.8500.4030                                     | 309.76        |
|         |           |        | LMD 02 D-SEP                                      |               |
|         |           |        | LMD 02 D-SEP                                      |               |
|         |           |        | 012.8500.4030                                     | 169.38        |
|         |           |        | LMD 02 E-SEP                                      |               |
|         |           |        | LMD 02 E-SEP                                      |               |
|         |           |        | 012.8500.4030                                     | 778.71        |
|         |           |        | LMD 03 BASELINE-SEP                               |               |
|         |           |        | LMD 03 BASELINE-SEP                               |               |
|         |           |        | 012.8500.4030                                     | 101.74        |
|         |           |        | LMD 03 YARNELL-SEP                                |               |
|         |           |        | LMD 03 YARNELL-SEP                                |               |
|         |           |        | 012.8500.4030                                     | 47.54         |



**Voucher List**  
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| Voucher | Date      | Vendor                            | Description/Account | Amount   |
|---------|-----------|-----------------------------------|---------------------|----------|
| 83773   | 10/5/2021 | 000085 EAST VALLEY WATER DISTRICT | (Continued)         |          |
|         |           |                                   | LMD 06-SEP          |          |
|         |           |                                   | LMD 06-SEP          |          |
|         |           |                                   | 012.8500.4030       | 41.71    |
|         |           |                                   | LMD 08-SEP          |          |
|         |           |                                   | LMD 08-SEP          |          |
|         |           |                                   | 012.8500.4030       | 299.74   |
|         |           |                                   | LMD 13-SEP          |          |
|         |           |                                   | LMD 13-SEP          |          |
|         |           |                                   | 012.8500.4030       | 371.92   |
|         |           |                                   | LMD 20 BASELINE-SEP |          |
|         |           |                                   | LMD 20 BASELINE-SEP |          |
|         |           |                                   | 012.8500.4030       | 292.95   |
|         |           |                                   | LMD 20 STREATER-SEP |          |
|         |           |                                   | LMD 20 STREATER-SEP |          |
|         |           |                                   | 012.8500.4030       | 275.56   |
|         |           |                                   | LMD 22-SEP          |          |
|         |           |                                   | LMD 22-SEP          |          |
|         |           |                                   | 012.8500.4030       | 242.73   |
|         |           |                                   | LMD 30-SEP          |          |
|         |           |                                   | LMD 30-SEP          |          |
|         |           |                                   | 012.8500.4030       | 865.76   |
|         |           |                                   | LMD 31-SEP          |          |
|         |           |                                   | LMD 31-SEP          |          |
|         |           |                                   | 012.8500.4030       | 699.12   |
|         |           |                                   | LMD 35-SEP          |          |
|         |           |                                   | LMD 35-SEP          |          |
|         |           |                                   | 012.8500.4030       | 179.62   |
|         |           |                                   | LMD B 39-SEP        |          |
|         |           |                                   | LMD B 39-SEP        |          |
|         |           |                                   | 012.8500.4030       | 1,697.04 |
|         |           |                                   | LMD B 39-SEP        |          |
|         |           |                                   | LMD B 39-SEP        |          |
|         |           |                                   | 012.8500.4030       | 867.16   |
|         |           |                                   | LMD B 39-SEP        |          |
|         |           |                                   | LMD B 39-SEP        |          |
|         |           |                                   | 012.8500.4030       | 1,569.47 |
|         |           |                                   | LMD 48-SEP          |          |

**Voucher List**  
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| Voucher | Date      | Vendor                              | Description/Account          | Amount           |
|---------|-----------|-------------------------------------|------------------------------|------------------|
| 83773   | 10/5/2021 | 000085 EAST VALLEY WATER DISTRICT   | (Continued)                  |                  |
|         |           |                                     | LMD 48-SEP                   |                  |
|         |           |                                     | 012.8500.4030                | 878.15           |
|         |           |                                     | LMD 48 B-SEP                 |                  |
|         |           |                                     | LMD 48 B-SEP                 |                  |
|         |           |                                     | 012.8500.4030                | 535.54           |
|         |           |                                     | LMD 70-SEP                   |                  |
|         |           |                                     | LMD 70-SEP                   |                  |
|         |           |                                     | 012.8500.4030                | 140.89           |
|         |           |                                     | LMD 70 IRRIGATION-SEP        |                  |
|         |           |                                     | LMD 70 IRRIGATION-SEP        |                  |
|         |           |                                     | 012.8500.4030                | 791.25           |
|         |           |                                     | <b>Total :</b>               | <b>21,672.34</b> |
| 83774   | 10/5/2021 | 000085 EAST VALLEY WATER DISTRICT   | LMD 36-SEP                   |                  |
|         |           |                                     | LMD 36-SEP                   |                  |
|         |           |                                     | 012.8500.4030                | 250.64           |
|         |           |                                     | <b>Total :</b>               | <b>250.64</b>    |
| 83775   | 10/5/2021 | 000143 COMMUNITY WORKS DESIGN GROUP | PLAN CHECK-AUG               |                  |
|         |           |                                     | PLAN CHECK-AUG               |                  |
|         |           |                                     | 001.4100.4547                | 310.00           |
|         |           |                                     | DRA21007-AUG                 |                  |
|         |           |                                     | DRA21007-AUG                 |                  |
|         |           |                                     | 001.4100.4547                | 310.00           |
|         |           |                                     | DRA18006-AUG                 |                  |
|         |           |                                     | DRA18006-AUG                 |                  |
|         |           |                                     | 001.4100.4547                | 465.00           |
|         |           |                                     | PLAN CHECK REIMBURSABLES-AUG |                  |
|         |           |                                     | PLAN CHECK REIMBURSABLES-AUG |                  |
|         |           |                                     | 001.4100.4547                | 20.90            |
|         |           |                                     | DRA21007 REIMBURSEABLES-AUG  |                  |
|         |           |                                     | DRA21007 REIMBURSEABLES-AUG  |                  |
|         |           |                                     | 001.4100.4547                | 10.45            |
|         |           |                                     | <b>Total :</b>               | <b>1,116.35</b>  |
| 83776   | 10/5/2021 | 000155 NEW YORK LIFE                | NEW YORK LIFE-OCT            |                  |
|         |           |                                     | NEW YORK LIFE-OCT            |                  |

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| Voucher | Date      | Vendor                             | Description/Account        | Amount          |
|---------|-----------|------------------------------------|----------------------------|-----------------|
| 83776   | 10/5/2021 | 000155 NEW YORK LIFE               | (Continued)                |                 |
|         |           |                                    | 001.1180                   | 9.75            |
|         |           |                                    | NEW YORK LIFE-OCT          |                 |
|         |           |                                    | 004.1180                   | 0.65            |
|         |           |                                    | NEW YORK LIFE-OCT          |                 |
|         |           |                                    | 041.1180                   | 1.95            |
|         |           |                                    | NEW YORK LIFE-OCT          |                 |
|         |           |                                    | 070.1180                   | 0.65            |
|         |           |                                    | <b>Total :</b>             | <b>13.00</b>    |
| 83777   | 10/5/2021 | 000165 AT&T                        | POLICE ALARM-SEP           |                 |
|         |           |                                    | POLICE ALARM-SEP           |                 |
|         |           |                                    | 001.2000.4060              | 1,419.19        |
|         |           |                                    | <b>Total :</b>             | <b>1,419.19</b> |
| 83778   | 10/5/2021 | 000165 AT&T                        | CORP YARD-SEP              |                 |
|         |           |                                    | CORP YARD-SEP              |                 |
|         |           |                                    | 004.8310.4060              | 862.30          |
|         |           |                                    | <b>Total :</b>             | <b>862.30</b>   |
| 83779   | 10/5/2021 | 000165 AT&T                        | CITY HALL-SEP              |                 |
|         |           |                                    | CITY HALL-SEP              |                 |
|         |           |                                    | 042.9510.4060              | 685.36          |
|         |           |                                    | <b>Total :</b>             | <b>685.36</b>   |
| 83780   | 10/5/2021 | 000165 AT&T                        | CITY HALL-SEP              |                 |
|         |           |                                    | CITY HALL-SEP              |                 |
|         |           |                                    | 042.9510.4060              | 685.36          |
|         |           |                                    | <b>Total :</b>             | <b>685.36</b>   |
| 83781   | 10/5/2021 | 000165 AT&T                        | BASELINE LITTLE LEAGUE-SEP |                 |
|         |           |                                    | BASELINE LITTLE LEAGUE-SEP |                 |
|         |           |                                    | 001.6000.4060              | 685.36          |
|         |           |                                    | <b>Total :</b>             | <b>685.36</b>   |
| 83782   | 10/5/2021 | 000176 PRINCIPAL LIFE INSURANCE CO | PRINCIPAL-OCT              |                 |
|         |           |                                    | PRINCIPAL-OCT              |                 |
|         |           |                                    | 001.1200.3590              | 41.86           |
|         |           |                                    | PRINCIPAL-OCT              |                 |

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| Voucher | Date      | Vendor                             | Description/Account | Amount |
|---------|-----------|------------------------------------|---------------------|--------|
| 83782   | 10/5/2021 | 000176 PRINCIPAL LIFE INSURANCE CO | (Continued)         |        |
|         |           |                                    | 001.1450.3590       | 61.74  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.1600.3590       | 7.84   |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.1700.3590       | 87.14  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.3200.3590       | 29.78  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.4100.3590       | 97.85  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.4200.3590       | 62.27  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.4500.3590       | 44.97  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.4600.3590       | 47.58  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.6000.3590       | 16.49  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.6010.3590       | 16.23  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 001.6020.3590       | 10.94  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 004.8310.3590       | 106.86 |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 006.8400.3590       | 29.15  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 010.3830.3590       | 31.32  |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 012.8500.3590       | 8.13   |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 016.8540.3590       | 8.13   |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 023.3890.3590       | 4.64   |
|         |           |                                    | PRINCIPAL-OCT       |        |
|         |           |                                    | 024.8470.3590       | 0.86   |
|         |           |                                    | PRINCIPAL-OCT       |        |

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| Voucher | Date      | Vendor                             | Description/Account                     | Amount          |
|---------|-----------|------------------------------------|-----------------------------------------|-----------------|
| 83782   | 10/5/2021 | 000176 PRINCIPAL LIFE INSURANCE CO | (Continued)                             |                 |
|         |           |                                    | 041.9500.3590                           | 13.86           |
|         |           |                                    | PRINCIPAL-OCT                           |                 |
|         |           |                                    | 042.9510.3590                           | 28.05           |
|         |           |                                    | PRINCIPAL-OCT                           |                 |
|         |           |                                    | 070.7000.3590                           | 28.71           |
|         |           |                                    | <b>Total :</b>                          | <b>784.40</b>   |
| 83783   | 10/5/2021 | 000194 CITY OF SAN BERNARDINO      | TRAFFIC SIGNAL MAINTENANCE APR-JUN 2021 |                 |
|         |           |                                    | TRAFFIC SIGNAL MAINTENANCE APR-JUN 2021 |                 |
|         |           |                                    | 004.8310.4580                           | 2,313.53        |
|         |           |                                    | <b>Total :</b>                          | <b>2,313.53</b> |
| 83784   | 10/5/2021 | 000203 SOUTHERN CALIFORNIA EDISON  | CITY HALL-SEP                           |                 |
|         |           |                                    | CITY HALL-SEP                           |                 |
|         |           |                                    | 042.9510.4010                           | 736.83          |
|         |           |                                    | POLICE STATION-OCT                      |                 |
|         |           |                                    | POLICE STATION-OCT                      |                 |
|         |           |                                    | 001.2000.4010                           | 7,847.00        |
|         |           |                                    | CITY HALL-SEP                           |                 |
|         |           |                                    | CITY HALL-SEP                           |                 |
|         |           |                                    | 042.9510.4010                           | 4,819.23        |
|         |           |                                    | CORP YARD-SEP                           |                 |
|         |           |                                    | CORP YARD-SEP                           |                 |
|         |           |                                    | 004.8310.4010                           | 906.17          |
|         |           |                                    | LIBRARY/ELC-SEP                         |                 |
|         |           |                                    | LIBRARY/ELC-SEP                         |                 |
|         |           |                                    | 001.6000.4010                           | 7,492.04        |
|         |           |                                    | LS#1-SEP                                |                 |
|         |           |                                    | LS#1-SEP                                |                 |
|         |           |                                    | 013.8510.4011                           | 7,537.01        |
|         |           |                                    | LS#2-SEP                                |                 |
|         |           |                                    | LS#2-SEP                                |                 |
|         |           |                                    | 013.8510.4011                           | 965.32          |
|         |           |                                    | LS2 B-SEP                               |                 |
|         |           |                                    | LS2 B-SEP                               |                 |
|         |           |                                    | 013.8510.4011                           | 16.40           |
|         |           |                                    | LS#3-SEP                                |                 |

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|----------------|-------------|-----------------------------------|----------------------------|---------------|
| 83784          | 10/5/2021   | 000203 SOUTHERN CALIFORNIA EDISON | (Continued)                |               |
|                |             |                                   | LS#3-SEP                   |               |
|                |             |                                   | 013.8510.4011              | 898.00        |
|                |             |                                   | LS#3-SEP                   |               |
|                |             |                                   | LS#3-SEP                   |               |
|                |             |                                   | 013.8510.4011              | 17.81         |
|                |             |                                   | LS#3-SEP                   |               |
|                |             |                                   | LS#3-SEP                   |               |
|                |             |                                   | 013.8510.4011              | 17.64         |
|                |             |                                   | LS-3 METERS-SEP            |               |
|                |             |                                   | LS-3 METERS-SEP            |               |
|                |             |                                   | 013.8510.4011              | 52.58         |
|                |             |                                   | LS-3 METERS-SEP            |               |
|                |             |                                   | LS-3 METERS-SEP            |               |
|                |             |                                   | 013.8510.4011              | 184.89        |
|                |             |                                   | LS#3-SEP                   |               |
|                |             |                                   | LS#3-SEP                   |               |
|                |             |                                   | 013.8510.4011              | 109.99        |
|                |             |                                   | SIGNALS-SEP                |               |
|                |             |                                   | SIGNALS-SEP                |               |
|                |             |                                   | 004.8310.4580              | 42.66         |
|                |             |                                   | SIGNALS-SEP                |               |
|                |             |                                   | 013.8510.4011              | 37.07         |
|                |             |                                   | OAK CREEK PARK-SEP         |               |
|                |             |                                   | OAK CREEK PARK-SEP         |               |
|                |             |                                   | 016.8540.4010              | 15.14         |
|                |             |                                   | LMD#48C-SEP                |               |
|                |             |                                   | LMD#48C-SEP                |               |
|                |             |                                   | 012.8500.4010              | 273.74        |
|                |             |                                   | LMD#48B-SEP                |               |
|                |             |                                   | LMD#48B-SEP                |               |
|                |             |                                   | 012.8500.4010              | 15.60         |
|                |             |                                   | UPLIGHTING LMD 48-SEP      |               |
|                |             |                                   | UPLIGHTING LMD 48-SEP      |               |
|                |             |                                   | 012.8500.4010              | 2.86          |
|                |             |                                   | UPLIGHTING LMD 48-SEP      |               |
|                |             |                                   | 013.8510.4011              | 40.22         |
|                |             |                                   | HIGHLAND AVE ALPR-SEP      |               |

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|----------------|-------------|-----------------------------------|------------------------------------|------------------|
| 83784          | 10/5/2021   | 000203 SOUTHERN CALIFORNIA EDISON | (Continued)                        |                  |
|                |             |                                   | HIGHLAND AVE ALPR-SEP              |                  |
|                |             |                                   | 001.2000.4062                      | 14.95            |
|                |             |                                   | BASELINE MEDIAN-SEP                |                  |
|                |             |                                   | BASELINE MEDIAN-SEP                |                  |
|                |             |                                   | 004.8310.4010                      | 16.33            |
|                |             |                                   | BASELINE MEDIAN-SEP                |                  |
|                |             |                                   | BASELINE MEDIAN-SEP                |                  |
|                |             |                                   | 004.8310.4010                      | 14.62            |
|                |             |                                   | LS 2 B CITY WIDE STREET LIGHTS-SEP |                  |
|                |             |                                   | LS 2 B CITY WIDE STREET LIGHTS-SEP |                  |
|                |             |                                   | 013.8510.4011                      | 13,560.38        |
|                |             |                                   | LMD 13-SEP                         |                  |
|                |             |                                   | LMD 13-SEP                         |                  |
|                |             |                                   | 012.8500.4010                      | 10.94            |
|                |             |                                   | EVC STATIONS-SEP                   |                  |
|                |             |                                   | EVC STATIONS-SEP                   |                  |
|                |             |                                   | 042.9510.4012                      | 378.27           |
|                |             |                                   | LMD#48C-SEP                        |                  |
|                |             |                                   | LMD#48C-SEP                        |                  |
|                |             |                                   | 012.8500.4010                      | 15.60            |
|                |             |                                   | LMD #55-SEP                        |                  |
|                |             |                                   | LMD #55-SEP                        |                  |
|                |             |                                   | 012.8500.4010                      | 15.60            |
|                |             |                                   | LS3-SEP                            |                  |
|                |             |                                   | LS3-SEP                            |                  |
|                |             |                                   | 013.8510.4011                      | 46.48            |
|                |             |                                   | VICTORIA AVE AND 3RD ST-SEP        |                  |
|                |             |                                   | VICTORIA AVE AND 3RD ST-SEP        |                  |
|                |             |                                   | 004.8310.4580                      | 105.86           |
|                |             |                                   | <b>Total :</b>                     | <b>46,207.23</b> |
| 83785          | 10/5/2021   | 000203 SOUTHERN CALIFORNIA EDISON | STATION #3-SEP                     |                  |
|                |             |                                   | STATION #3-SEP                     |                  |
|                |             |                                   | 028.2050.4010                      | 1,036.21         |
|                |             |                                   | STATION #3-SEP                     |                  |
|                |             |                                   | 029.2100.4010                      | 1,036.20         |

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|----------------|-----------|--------|-----------------------------------------------|-----------------|
| 83785          | 10/5/2021 | 000203 | 000203 SOUTHERN CALIFORNIA EDISON (Continued) |                 |
| <b>Total :</b> |           |        |                                               | <b>2,072.41</b> |
| 83786          | 10/5/2021 | 000204 | SOCALGAS                                      |                 |
|                |           |        | STATION #1-SEP                                |                 |
|                |           |        | STATION #1-SEP                                |                 |
|                |           |        | 029.2100.4020                                 | 25.97           |
|                |           |        | STATION #1-SEP                                |                 |
|                |           |        | 028.2050.4020                                 | 25.96           |
|                |           |        | POLICE-SEP                                    |                 |
|                |           |        | POLICE-SEP                                    |                 |
|                |           |        | 001.2000.4020                                 | 1,614.63        |
|                |           |        | STATION #2-SEP                                |                 |
|                |           |        | STATION #2-SEP                                |                 |
|                |           |        | 028.2050.4020                                 | 28.83           |
|                |           |        | STATION #2-SEP                                |                 |
|                |           |        | 029.2100.4020                                 | 28.83           |
| <b>Total :</b> |           |        |                                               | <b>1,724.22</b> |
| 83787          | 10/5/2021 | 000226 | UNUM LIFE INSURANCE                           |                 |
|                |           |        | LONG TERM DISABILITY-OCT                      |                 |
|                |           |        | LONG TERM DISABILITY-OCT                      |                 |
|                |           |        | 001.1180                                      | 611.04          |
|                |           |        | LONG TERM DISABILITY-OCT                      |                 |
|                |           |        | 004.1180                                      | 58.23           |
|                |           |        | LONG TERM DISABILITY-OCT                      |                 |
|                |           |        | 006.1180                                      | 18.50           |
|                |           |        | LONG TERM DISABILITY-OCT                      |                 |
|                |           |        | 010.1180                                      | 37.00           |
|                |           |        | LONG TERM DISABILITY-OCT                      |                 |
|                |           |        | 041.1180                                      | 25.53           |
|                |           |        | LONG TERM DISABILITY-OCT                      |                 |
|                |           |        | 070.1180                                      | 55.12           |
| <b>Total :</b> |           |        |                                               | <b>805.42</b>   |
| 83788          | 10/5/2021 | 000232 | WALMART BUSINESS/SYNCB                        |                 |
|                |           |        | UNIFORM: HALLOWAY                             |                 |
|                |           |        | UNIFORM: HALLOWAY                             |                 |
|                |           |        | 001.6010.4249                                 | 100.35          |
| <b>Total :</b> |           |        |                                               | <b>100.35</b>   |
| 83789          | 10/5/2021 | 000291 | HIGHLAND COMMUNITY NEWS                       |                 |
|                |           |        | NEWSPAPER PUBLICATIONS                        |                 |



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|----------------|-------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| 83789          | 10/5/2021   | 000291 HIGHLAND COMMUNITY NEWS    | (Continued)<br>NEWSPAPER PUBLICATIONS<br>001.1200.4300                                                                                                                                                                                                                                                   | 656.61                                                             |
| <b>Total :</b> |             |                                   |                                                                                                                                                                                                                                                                                                          | <b>656.61</b>                                                      |
| 83790          | 10/5/2021   | 000487 SMART & FINAL              | DRA16007 PM 19742 DEPOSIT REFUND<br>DRA16007 PM 19742 DEPOSIT REFUND<br>051.1420                                                                                                                                                                                                                         | 4,000.00                                                           |
| <b>Total :</b> |             |                                   |                                                                                                                                                                                                                                                                                                          | <b>4,000.00</b>                                                    |
| 83791          | 10/5/2021   | 000487 SMART & FINAL              | BREAKROOM SUPPLIES<br>BREAKROOM SUPPLIES<br>042.9510.4200                                                                                                                                                                                                                                                | 174.90                                                             |
| <b>Total :</b> |             |                                   |                                                                                                                                                                                                                                                                                                          | <b>174.90</b>                                                      |
| 83792          | 10/5/2021   | 000636 STEVEN ENTERPRISES INC     | MAINTENANCE OCE 7050-SEP<br>MAINTENANCE OCE 7050-SEP<br>001.3200.4245                                                                                                                                                                                                                                    | 88.45                                                              |
| <b>Total :</b> |             |                                   |                                                                                                                                                                                                                                                                                                          | <b>88.45</b>                                                       |
| 83793          | 10/5/2021   | 000662 HI WAY SAFETY INC          | ROADWAY SIGNAGE<br>ROADWAY SIGNAGE<br>004.8310.4206                                                                                                                                                                                                                                                      | 1,270.50                                                           |
| <b>Total :</b> |             |                                   |                                                                                                                                                                                                                                                                                                          | <b>1,270.50</b>                                                    |
| 83794          | 10/5/2021   | 001414 RICHARDS, WATSON & GERSHON | GENERAL-AUG<br>GENERAL-AUG<br>001.1450.4520<br>STR18001 R/W IVDA-AUG<br>STR18001 R/W IVDA-AUG<br>027.8490.6550<br>STR18001 R/W RDA07-AUG<br>STR18001 R/W RDA07-AUG<br>010.3830.6550<br>STR18001 R/W SMBMI-AUG<br>STR18001 R/W SMBMI-AUG<br>027.8490.6550<br>CODE ENFORCEMENT-AUG<br>CODE ENFORCEMENT-AUG | 7,633.31<br><br><br><br><br>521.28<br><br><br>521.44<br><br>521.28 |

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|----------------|-------------|--------------------------------------|-----------------------------------------|------------------|
| 83794          | 10/5/2021   | 001414 RICHARDS, WATSON & GERSHON    | (Continued)                             |                  |
|                |             |                                      | 001.4600.4520                           | 323.00           |
|                |             |                                      | CODE ENFORCEMENT-AUG                    |                  |
|                |             |                                      | CODE ENFORCEMENT-AUG                    |                  |
|                |             |                                      | 001.4600.4520                           | 4,069.31         |
|                |             |                                      | PERSONNEL & LABOR RELATIONS-AUG         |                  |
|                |             |                                      | PERSONNEL & LABOR RELATIONS-AUG         |                  |
|                |             |                                      | 001.1450.4520                           | 771.50           |
|                |             |                                      | COVID-19 DELCARATION OF EMERGENCY-AUG   |                  |
|                |             |                                      | COVID-19 DELCARATION OF EMERGENCY-AUG   |                  |
|                |             |                                      | 030.8495.4520                           | 85.00            |
|                |             |                                      | 7914 CALLE DEL RIO CODE ENFORCEMENT-AUG |                  |
|                |             |                                      | 7914 CALLE DEL RIO CODE ENFORCEMENT-AUG |                  |
|                |             |                                      | 001.4600.4520                           | 4,173.00         |
|                |             |                                      | <b>Total :</b>                          | <b>18,619.12</b> |
| 83795          | 10/5/2021   | 001476 TIME WARNER CABLE             | POLICE TELE/INT SERVICE-OCT             |                  |
|                |             |                                      | POLICE TELE/INT SERVICE-OCT             |                  |
|                |             |                                      | 001.2000.4065                           | 1,151.99         |
|                |             |                                      | CORP YARD TELE/INT SERVICE-OCT          |                  |
|                |             |                                      | CORP YARD TELE/INT SERVICE-OCT          |                  |
|                |             |                                      | 004.8310.4060                           | 669.77           |
|                |             |                                      | <b>Total :</b>                          | <b>1,821.76</b>  |
| 83796          | 10/5/2021   | 001527 SHRED-IT, C/O STERICYLCE INC. | SHREDDING SERVICES                      |                  |
|                |             |                                      | SHREDDING SERVICES                      |                  |
|                |             |                                      | 001.1200.4626                           | 93.81            |
|                |             |                                      | <b>Total :</b>                          | <b>93.81</b>     |
| 83797          | 10/5/2021   | 001677 YMCA OF THE EAST VALLEY       | CDBG MONTHLY REIMB-JUL                  |                  |
|                |             |                                      | CDBG MONTHLY REIMB-JUL                  |                  |
|                |             |                                      | 006.8400.4348                           | 1,331.80         |
|                |             |                                      | CDBG MONTHLY REIMB-AUG                  |                  |
|                |             |                                      | CDBG MONTHLY REIMB-AUG                  |                  |
|                |             |                                      | 006.8400.4348                           | 1,924.80         |
|                |             |                                      | <b>Total :</b>                          | <b>3,256.60</b>  |
| 83798          | 10/5/2021   | 001848 SB CO ASSESSORS OFFICE        | PARCEL MAP REVISIONS-SEP                |                  |
|                |             |                                      | PARCEL MAP REVISIONS-SEP                |                  |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>                  | <u>Description/Account</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Amount</u>                                       |
|----------------|-------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 83798          | 10/5/2021   | 001848 SB CO ASSESSORS OFFICE  | (Continued)<br>001.4100.4310                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 8.00                                                |
| <b>Total :</b> |             |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>8.00</b>                                         |
| 83799          | 10/5/2021   | 002511 RECORDER-CLERK CO OF SB | DOCUMENT RECORDING SERVICES<br>DOCUMENT RECORDING SERVICES<br>001.1200.4506<br>DOCUMENT RECORDING SERVICES<br>DOCUMENT RECORDING SERVICES<br>001.1200.4506<br>DOCUMENT RECORDING SERVICES<br>DOCUMENT RECORDING SERVICES<br>001.1200.4506<br>DOCUMENT RECORDING SERVICES<br>DOCUMENT RECORDING SERVICES<br>001.1200.4506<br>DOCUMENT RECORDING SERVICES<br>DOCUMENT RECORDING SERVICES<br>001.1200.4506<br>DOCUMENT RECORDING SERVICES<br>DOCUMENT RECORDING SERVICES<br>001.1200.4506 | 17.00<br>60.00<br>40.00<br>100.00<br>40.00<br>20.00 |
| <b>Total :</b> |             |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>277.00</b>                                       |
| 83800          | 10/5/2021   | 003673 JOHNSON CONTROLS, INC   | LIBRARY: HVAC SERVICE CALLS<br>LIBRARY: HVAC SERVICE CALLS<br>001.6000.4588                                                                                                                                                                                                                                                                                                                                                                                                            | 2,813.41                                            |
| <b>Total :</b> |             |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>2,813.41</b>                                     |
| 83801          | 10/5/2021   | 003713 SATCOM GLOBAL LTD.      | SATELLITE PHONES-OCT<br>SATELLITE PHONES-OCT<br>029.2100.4061<br>SATELLITE PHONES-OCT<br>028.2050.4061<br>SATELLITE PHONES-OCT<br>001.2000.4061<br>SATELLITE PHONES-OCT<br>042.9510.4061                                                                                                                                                                                                                                                                                               | 21.38<br>21.37<br>42.75<br>42.75                    |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor | Description/Account                | Amount          |
|---------|-----------|--------|------------------------------------|-----------------|
| 83801   | 10/5/2021 | 003713 | 003713 SATCOM GLOBAL LTD.          |                 |
|         |           |        | (Continued)                        |                 |
|         |           |        | <b>Total :</b>                     | <b>128.25</b>   |
| 83802   | 10/5/2021 | 004416 | SIEMENS MOBILITY, INC.             |                 |
|         |           |        | KNOCKDOWN POLE CLOVERHILL & EASTON |                 |
|         |           |        | KNOCKDOWN POLE CLOVERHILL & EASTON |                 |
|         |           |        | 013.8510.4664                      | 1,912.56        |
|         |           |        | REPLACE POLE CLOVERHILL & EASTON   |                 |
|         |           |        | REPLACE POLE CLOVERHILL & EASTON   |                 |
|         |           |        | 013.8510.4664                      | 4,600.00        |
|         |           |        | <b>Total :</b>                     | <b>6,512.56</b> |
| 83803   | 10/5/2021 | 004705 | CALIFORNIA SCHOOL BOARDS ASSOC     |                 |
|         |           |        | GASB AMM REPORT                    |                 |
|         |           |        | GASB AMM REPORT                    |                 |
|         |           |        | 001.1700.4510                      | 1,500.00        |
|         |           |        | <b>Total :</b>                     | <b>1,500.00</b> |
| 83804   | 10/5/2021 | 004920 | TKE ENGINEERING                    |                 |
|         |           |        | HOUSING AUTHORITY                  |                 |
|         |           |        | HOUSING AUTHORITY                  |                 |
|         |           |        | 070.7000.4611                      | 2,590.00        |
|         |           |        | HOUSING AUTHORITY                  |                 |
|         |           |        | HOUSING AUTHORITY                  |                 |
|         |           |        | 070.7000.4611                      | 1,572.50        |
|         |           |        | HOUSING AUTHORITY                  |                 |
|         |           |        | HOUSING AUTHORITY                  |                 |
|         |           |        | 070.7000.4611                      | 1,202.50        |
|         |           |        | <b>Total :</b>                     | <b>5,365.00</b> |
| 83805   | 10/5/2021 | 004939 | GUARDIAN                           |                 |
|         |           |        | DENTAL-OCT                         |                 |
|         |           |        | DENTAL-OCT                         |                 |
|         |           |        | 001.1160                           | 959.14          |
|         |           |        | DENTAL-OCT                         |                 |
|         |           |        | 004.1160                           | 296.84          |
|         |           |        | DENTAL-OCT                         |                 |
|         |           |        | 006.1160                           | 14.13           |
|         |           |        | DENTAL-OCT                         |                 |
|         |           |        | 010.1160                           | 108.08          |
|         |           |        | DENTAL-OCT                         |                 |
|         |           |        | 012.1160                           | 9.63            |
|         |           |        | DENTAL-OCT                         |                 |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>            | <u>Description/Account</u> | <u>Amount</u>   |
|----------------|-------------|--------------------------|----------------------------|-----------------|
| 83805          | 10/5/2021   | 004939 GUARDIAN          | (Continued)                |                 |
|                |             |                          | 023.1160                   | 14.13           |
|                |             |                          | DENTAL-OCT                 |                 |
|                |             |                          | 016.1160                   | 9.63            |
|                |             |                          | DENTAL-OCT                 |                 |
|                |             |                          | 024.1160                   | 2.43            |
|                |             |                          | DENTAL-OCT                 |                 |
|                |             |                          | 041.1160                   | 30.27           |
|                |             |                          | DENTAL-OCT                 |                 |
|                |             |                          | 042.1160                   | 20.48           |
|                |             |                          | DENTAL-OCT                 |                 |
|                |             |                          | 070.1160                   | 15.72           |
|                |             |                          | <b>Total :</b>             | <b>1,480.48</b> |
| 83806          | 10/5/2021   | 004956 FIDELITY SECURITY | VISION-OCT                 |                 |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 010.1160                   | 15.21           |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 001.1160                   | 152.87          |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 004.1160                   | 52.63           |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 006.1160                   | 15.79           |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 012.1160                   | 5.18            |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 016.1160                   | 5.18            |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 023.1160                   | 7.61            |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 024.1160                   | 0.52            |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 041.1160                   | 1.64            |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 042.1160                   | 8.50            |
|                |             |                          | VISION-OCT                 |                 |
|                |             |                          | 070.1160                   | 3.57            |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher | Date      | Vendor | Description/Account      | Amount        |
|---------|-----------|--------|--------------------------|---------------|
| 83806   | 10/5/2021 | 004956 | 004956 FIDELITY SECURITY |               |
|         |           |        | (Continued)              |               |
|         |           |        | <b>Total :</b>           | <b>268.70</b> |
| 83807   | 10/5/2021 | 005018 | FLYERS ENERGY, LLC       |               |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.2000.4220            | 4,951.30      |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.4200.4220            | 65.65         |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.4600.4220            | 168.39        |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.6000.4220            | 121.89        |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.6010.4220            | 95.77         |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 004.8310.4220            | 415.46        |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 012.8500.4220            | 61.56         |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 016.8540.4220            | 61.56         |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 024.8470.4220            | 10.86         |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 028.2050.4220            | 746.16        |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 029.2100.4220            | 746.16        |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 042.9510.4220            | 157.20        |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.2000.4220            | 6,222.24      |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.4200.4220            | 82.50         |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.4600.4220            | 211.61        |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.6000.4220            | 153.18        |
|         |           |        | FUEL-SEP                 |               |
|         |           |        | 001.6010.4220            | 120.36        |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>                    | <u>Description/Account</u>     | <u>Amount</u>    |
|----------------|-------------|----------------------------------|--------------------------------|------------------|
| 83807          | 10/5/2021   | 005018 FLYERS ENERGY, LLC        | (Continued)                    |                  |
|                |             |                                  | FUEL-SEP                       |                  |
|                |             |                                  | 004.8310.4220                  | 522.11           |
|                |             |                                  | FUEL-SEP                       |                  |
|                |             |                                  | 012.8500.4220                  | 77.36            |
|                |             |                                  | FUEL-SEP                       |                  |
|                |             |                                  | 016.8540.4220                  | 77.36            |
|                |             |                                  | FUEL-SEP                       |                  |
|                |             |                                  | 024.8470.4220                  | 13.65            |
|                |             |                                  | FUEL-SEP                       |                  |
|                |             |                                  | 028.2050.4220                  | 937.69           |
|                |             |                                  | FUEL-SEP                       |                  |
|                |             |                                  | 029.2100.4220                  | 937.69           |
|                |             |                                  | FUEL-SEP                       |                  |
|                |             |                                  | 042.9510.4220                  | 197.53           |
|                |             |                                  | <b>Total :</b>                 | <b>17,155.24</b> |
| 83808          | 10/5/2021   | 005121 NTS MIKEDON, LLC          | PERMA PATCH                    |                  |
|                |             |                                  | PERMA PATCH                    |                  |
|                |             |                                  | 004.8310.4206                  | 2,208.88         |
|                |             |                                  | <b>Total :</b>                 | <b>2,208.88</b>  |
| 83809          | 10/5/2021   | 005326 RP LANDSCAPE & IRRIGATION | LANDSCAPING-SEP                |                  |
|                |             |                                  | LANDSCAPING-SEP                |                  |
|                |             |                                  | 012.8500.4585                  | 17,765.00        |
|                |             |                                  | LANDSCAPING-SEP                |                  |
|                |             |                                  | MEMORIAL PARK LANDSCAPING-SEP  |                  |
|                |             |                                  | 001.6000.4585                  | 400.00           |
|                |             |                                  | POLICE STATION LANDSCAPING-SEP |                  |
|                |             |                                  | 001.2000.4585                  | 500.00           |
|                |             |                                  | CITY HALL LANDSCAPING-SEP      |                  |
|                |             |                                  | 042.9510.4585                  | 500.00           |
|                |             |                                  | LIBRARY LANDSCAPING-SEP        |                  |
|                |             |                                  | 001.6000.4585                  | 600.00           |
|                |             |                                  | YMCA LANDSCAPING-SEP           |                  |
|                |             |                                  | 001.6000.4585                  | 600.00           |
|                |             |                                  | CORP YARD LANDSCAPING-SEP      |                  |
|                |             |                                  | 004.8310.4585                  | 400.00           |

**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

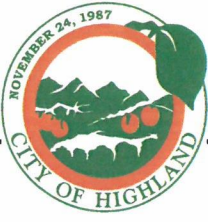
| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u>                         | <u>Description/Account</u>      | <u>Amount</u>    |
|----------------|-------------|---------------------------------------|---------------------------------|------------------|
| 83809          | 10/5/2021   | 005326 RP LANDSCAPE & IRRIGATION      | (Continued)                     |                  |
|                |             |                                       | AURANTIA PARK LANDSCAPING-SEP   |                  |
|                |             |                                       | 001.6000.4585                   | 933.00           |
|                |             |                                       | COMMUNITY PARK LANDSCAPING-SEP  |                  |
|                |             |                                       | 001.6000.4585                   | 3,691.00         |
|                |             |                                       | CANYON OAK PARK LANDSCAPING-SEP |                  |
|                |             |                                       | 016.8540.4585                   | 356.00           |
|                |             |                                       | CUNNINGHAM PARK LANDSCAPING-SEP |                  |
|                |             |                                       | 016.8540.4585                   | 453.00           |
|                |             |                                       | SEELEY PARK LANDSCAPING-SEP     |                  |
|                |             |                                       | 016.8540.4585                   | 299.00           |
|                |             |                                       | OAK CREEK PARK LANDSCAPING-SEP  |                  |
|                |             |                                       | 016.8540.4585                   | 556.00           |
|                |             |                                       | <b>Total :</b>                  | <b>27,053.00</b> |
| 83810          | 10/5/2021   | 005340 FORTIN LAW GROUP               | NUNEZ-APR                       |                  |
|                |             |                                       | NUNEZ-APR                       |                  |
|                |             |                                       | 041.9500.4390                   | 1,552.50         |
|                |             |                                       | <b>Total :</b>                  | <b>1,552.50</b>  |
| 83811          | 10/5/2021   | 005516 BASE HILL INC., DBA JAN POINT  | MONTHLY JANITORIAL SERVICES-SEP |                  |
|                |             |                                       | CITY HALL-SEP                   |                  |
|                |             |                                       | 042.9510.4504                   | 1,562.00         |
|                |             |                                       | COUNCIL CHAMBERS-SEP            |                  |
|                |             |                                       | 042.9510.4504                   | 311.00           |
|                |             |                                       | AURANTIA PARK-SEP               |                  |
|                |             |                                       | 001.6000.4504                   | 1,454.00         |
|                |             |                                       | COMMUNITY PARK-SEP              |                  |
|                |             |                                       | 001.6000.4504                   | 1,950.00         |
|                |             |                                       | POLICE DEPT-SEP                 |                  |
|                |             |                                       | 001.2000.4504                   | 1,080.00         |
|                |             |                                       | <b>Total :</b>                  | <b>6,357.00</b>  |
| 83812          | 10/5/2021   | 005553 CLARK PEST CONTROL OF STOCKTON | PEST CONTROL SERVICES           |                  |
|                |             |                                       | PEST CONTROL SERVICES           |                  |
|                |             |                                       | 001.6000.4589                   | 91.00            |
|                |             |                                       | PEST CONTROL SERVICES           |                  |
|                |             |                                       | PEST CONTROL SERVICES           |                  |



**Voucher List**  
**CITY OF HIGHLAND**

Bank code : wfb

| Voucher                         | Date      | Vendor                                | Description/Account                                                                                                                                                                          | Amount                             |
|---------------------------------|-----------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 83812                           | 10/5/2021 | 005553 CLARK PEST CONTROL OF STOCKTON | (Continued)<br>042.9510.4589                                                                                                                                                                 | 62.00                              |
| <b>Total :</b>                  |           |                                       |                                                                                                                                                                                              | <b>153.00</b>                      |
| 83813                           | 10/5/2021 | 005554 IMPERIAL SPRINKLER SUPPLY      | LMD 25 IRRIGATION SUPPLIES<br>LMD 25 IRRIGATION SUPPLIES<br>012.8500.4206<br>LMD 54 IRRIGATION SUPPLIES<br>LMD 54 IRRIGATION SUPPLIES<br>012.8500.4206                                       | 166.31                             |
| <b>Total :</b>                  |           |                                       |                                                                                                                                                                                              | <b>242.19</b>                      |
| 83814                           | 10/5/2021 | 005737 AGA ENGINEERS, INC.            | ON-CALL TRAFFIC ENGINEERING SERVICES-AUG<br>ON-CALL TRAFFIC ENGINEERING SERVICES-AUG<br>020.8440.4550<br>TRAFFIC SIG MONITORING SERV-AUG<br>TRAFFIC SIG MONITORING SERV-AUG<br>020.8440.4550 | 1,665.00                           |
| <b>Total :</b>                  |           |                                       |                                                                                                                                                                                              | <b>3,200.00</b>                    |
| 83815                           | 10/5/2021 | 005849 THAI SPOON RESTAURANT          | SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>SMALL BUS ASST PROG CSFRF/CLFRF-ARP<br>030.8495.4349                                                                                                  | 7,500.00                           |
| <b>Total :</b>                  |           |                                       |                                                                                                                                                                                              | <b>7,500.00</b>                    |
| 46 Vouchers for bank code : wfb |           |                                       |                                                                                                                                                                                              | <b>Bank total : 213,043.65</b>     |
| 46 Vouchers in this report      |           |                                       |                                                                                                                                                                                              | <b>Total vouchers : 213,043.65</b> |



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph Hughes, City Manager

**REVIEWED BY:** Carlos Zamano, Public Works Director/City Engineer *CZ*

**PREPARED BY:** Alondra Muñoz, Engineering Technician II *AM*

**SUBJECT:** Easement Acceptance 3<sup>rd</sup> Street Descansado LLC –  
3<sup>rd</sup> Street and 5<sup>th</sup> Street Corridors Improvement Project (Project No. str18001)

**RECOMMENDATION:** That the City Council:

- (1) Accept the Grant of Easement for Road and Drainage Purposes from 3<sup>rd</sup> Street Descansado LLC and,
- (2) Direct the City Clerk to record the Grant of Easement.

**FISCAL IMPACT:** The acquisition cost for the Road and Drainage Easement is \$7,410.00, Based on standard appraisal methods in compliance with existing rules and regulations. The funding for the easement is provided 54% by the Federal Economic Development Administration (EDA) Grant, 15.33% by San Manuel Band of Mission Indians, 15.33% by Inland Valley Development Agency and 15.33% by City of Highland (RDA07).

**PUBLIC NOTICE:** The agenda for this item was posted at the three locations per Resolution No.2011-047 and on the City's website.

**BACKGROUND:** The 3rd Street and 5th Street Corridors Improvement Project will construct curbs and gutters, sidewalks, storm drain, traffic signal modifications, street lights and pavement improvements along 3<sup>rd</sup> Street, 5<sup>th</sup> Street, Palm Avenue and Central Avenue. Improvements also include extending 3<sup>rd</sup> Street to 5<sup>th</sup> Street at the Church Avenue intersection. (See attached project location map.) To accommodate the planned corridor improvements, it will be necessary to acquire Roadway Easement/Dedications from 5 properties. Below is the 4<sup>th</sup> easement out of 5 located within Highland that is ready for acceptance by the Highland City Council.

| <u>Property Owner</u>             | <u>Address</u>                                        | <u>APN</u>          |
|-----------------------------------|-------------------------------------------------------|---------------------|
| 3 <sup>rd</sup> St Descansado LLC | 8082 Central Avenue &<br>26892 3 <sup>rd</sup> Street | 1192-561-19 thru 21 |

|                 |               |              |                          |
|-----------------|---------------|--------------|--------------------------|
| Approved _____  | Motion _____  | Second _____ | Agenda Item No. <u>4</u> |
| Denied _____    | Ayes _____    |              |                          |
| Continued _____ | Noes _____    |              | File No. _____           |
| Tabled _____    | Abstain _____ |              |                          |
|                 | Absent _____  |              |                          |

*[Signature]*

City Clerk

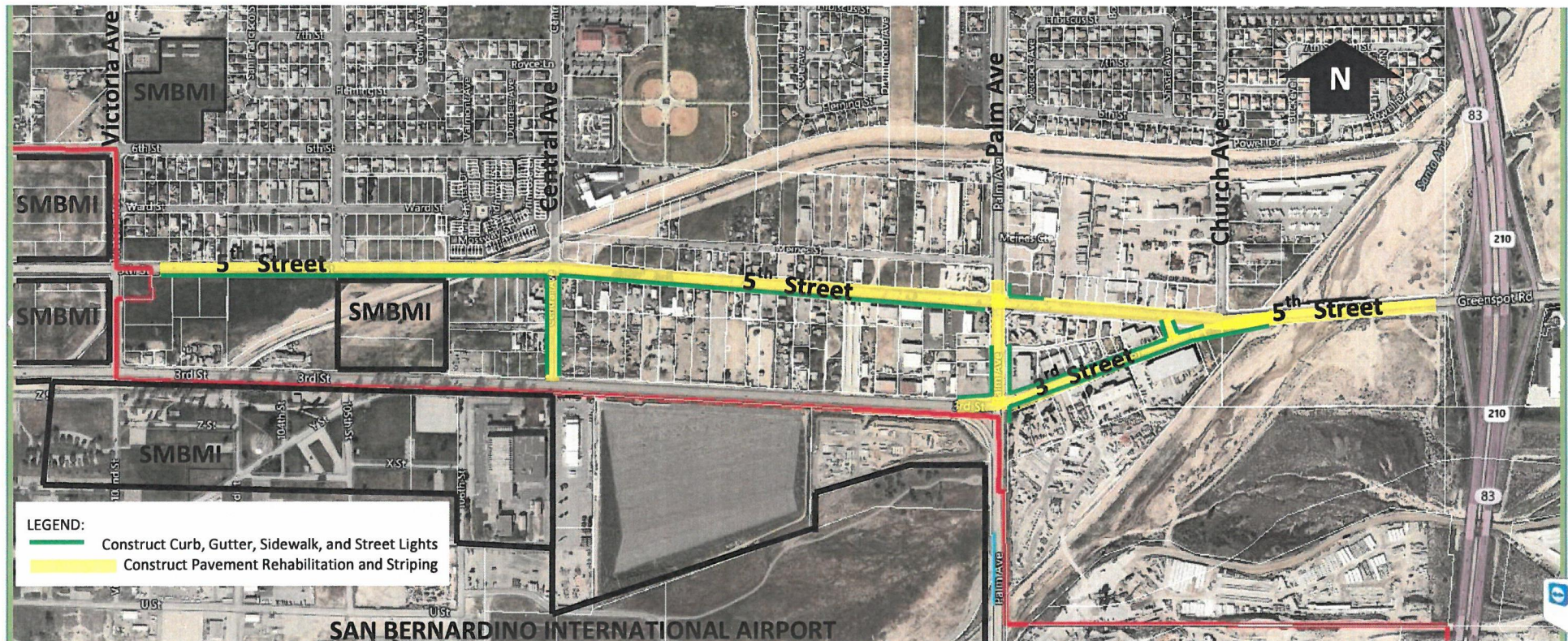
*[Signature]*

City Manager

Attachments: 1) Project Location Map  
2) Tax Map  
3) Grant Deed

M:\PUBWRK\str18001 - 3rd St-5th St Corridor Improvements\RW\Waiver Valuations\1192-561-19 thru 21 Descansado Staff Rpt.doc





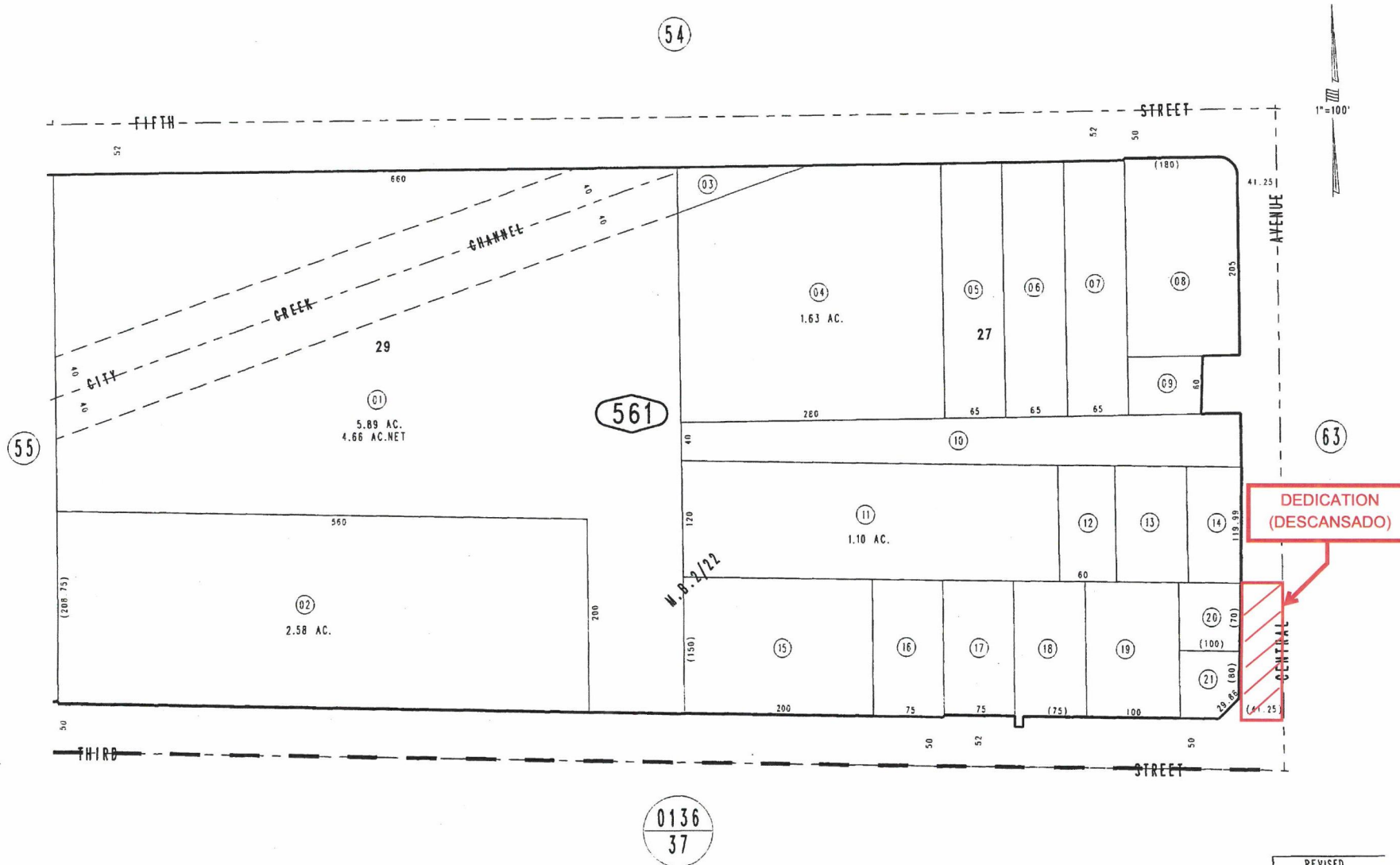
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>5<sup>th</sup> Street</b></p> <ul style="list-style-type: none"> <li>Victoria Avenue to Palm Avenue includes striping reconfiguration, south side pavement widening, curb, gutter, sidewalk and street lights (1.0 miles)</li> <li>Palm Avenue to Church Avenue includes right turn lane to northbound Palm Ave, pavement rehabilitation and striping (0.25 miles)</li> <li>Church Avenue to SR-210 includes pavement rehabilitation, raised center median and striping reconfiguration (0.25 miles)</li> </ul> | <p><b>Central Avenue</b></p> <ul style="list-style-type: none"> <li>3<sup>rd</sup> Street to 5<sup>th</sup> Street includes pavement rehabilitation, pavement widening, curbs, gutters, sidewalks and street lights (0.13 miles)</li> </ul> |
| <p><b>3<sup>rd</sup> Street</b></p> <ul style="list-style-type: none"> <li>Palm Avenue/3<sup>rd</sup> Street intersection reconfiguration/realignment</li> <li>Palm Avenue to 5<sup>th</sup> Street includes pavement rehabilitation, pavement widening, curb, gutter sidewalks, bike lane, striping and street lights (0.40 miles)</li> <li>3<sup>rd</sup> Street/5<sup>th</sup> Street intersection improvements</li> </ul>                                                                                         | <p><b>Palm Avenue</b></p> <ul style="list-style-type: none"> <li>3<sup>rd</sup> Street to 5<sup>th</sup> Street includes pavement rehabilitation, addition of turn pockets (0.13 miles)</li> </ul>                                          |

**LOCATION MAP**

**EXHIBIT "A"**

City of Highland  
Tax Rate Area  
18042

1192 - 56



Ptn. S.W.1/4, Sec. 5  
T.1S., R.3W.

Assessor's Map  
Book 1192 Page 56  
San Bernardino County

REVISED  
02/05/19 KA  
03/11/21 KA  
05/06/21 KA

AUGUST 1997



RECORDING REQUESTED BY and  
WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF HIGHLAND  
27215 BASE LINE  
HIGHLAND, CA 92346  
Attn.: BETTY HUGHES

Record without fee subject to  
Government Code 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 1192-561-19 thru -21

PG # 13

**GRANT OF ROAD EASEMENT/DEDICATION  
(ROAD AND DRAINAGE)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 3rd St Descansando LLC, a California limited liability company

Hereby GRANT(S) to the City of Highland, a Municipal Corporation, an easement for roads, drainage, and public utility purposes upon, under, over, and across the real property in the City of Highland, County of San Bernardino, State of California, described as:

SEE EXHIBITS "A1" AND "A2" ATTACHED HERETO AND MADE A PART HEREOF

DATED: \_\_\_\_\_

*9/20/21*

*[Signature]*  
LAWRENCE BRADLEY KAPLAN,  
3rd St Descansando LLC, a California limited  
liability company

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

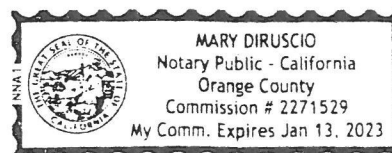
STATE OF CALIFORNIA }  
COUNTY OF SAN BERNARDINO }

On September 20, 2021, before me, Mary D. Ruscio, Notary Public,  
personally appeared Lawrence Bradley Kaplan,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which  
the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct.

WITNESS my hand and official seal.

*[Signature]*  
Signature



(This Area for Official Notary Seal)

EXHIBIT "A1"  
LEGAL DESCRIPTION  
EASEMENT DEED OF RIGHT – OF – WAY DEDICATION

That portion of the east 100 feet of the south 150 feet of Lot 27, Cunningham Subdivision, in the City of Highland, County of San Bernardino, State of California, as shown on map filed April 29, 1887 in Book 2, of Maps, Page 22, Records of said County, described as follows:

**BEGINNING** at the northeast corner of said parcel also being a point on the east line of said Lot 27;

thence along the north line of said parcel, North  $88^{\circ}47'23''$  West, a distance of 41.26 feet, to the northeast corner of an easement, as described in Grant of Easement, recorded in Document No. 2017-0400473, on September 28, 2017, Official Records of said County;

thence along the east line of said easement, South  $00^{\circ}14'59''$  East, a distance of 150.04 feet, to the southeast corner of said easement;

thence along the easterly prolongation of the south line of said easement, South  $88^{\circ}47'23''$  East, a distance of 41.26 feet, to said east line of Lot 27;

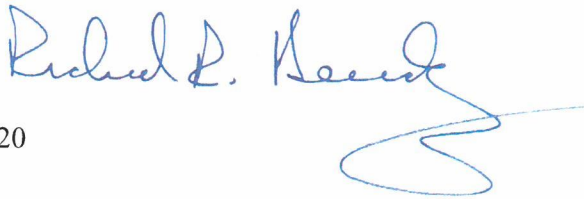
thence along said east line, North  $00^{\circ}15'04''$  West, a distance of 150.04 feet, to the **POINT OF BEGINNING**;

The above described parcel contains 6,189 square feet more or less.

END OF DESCRIPTION

This real property description has been prepared by me, or under my Direction, in conformance with the Professional Land Surveyors' Act.

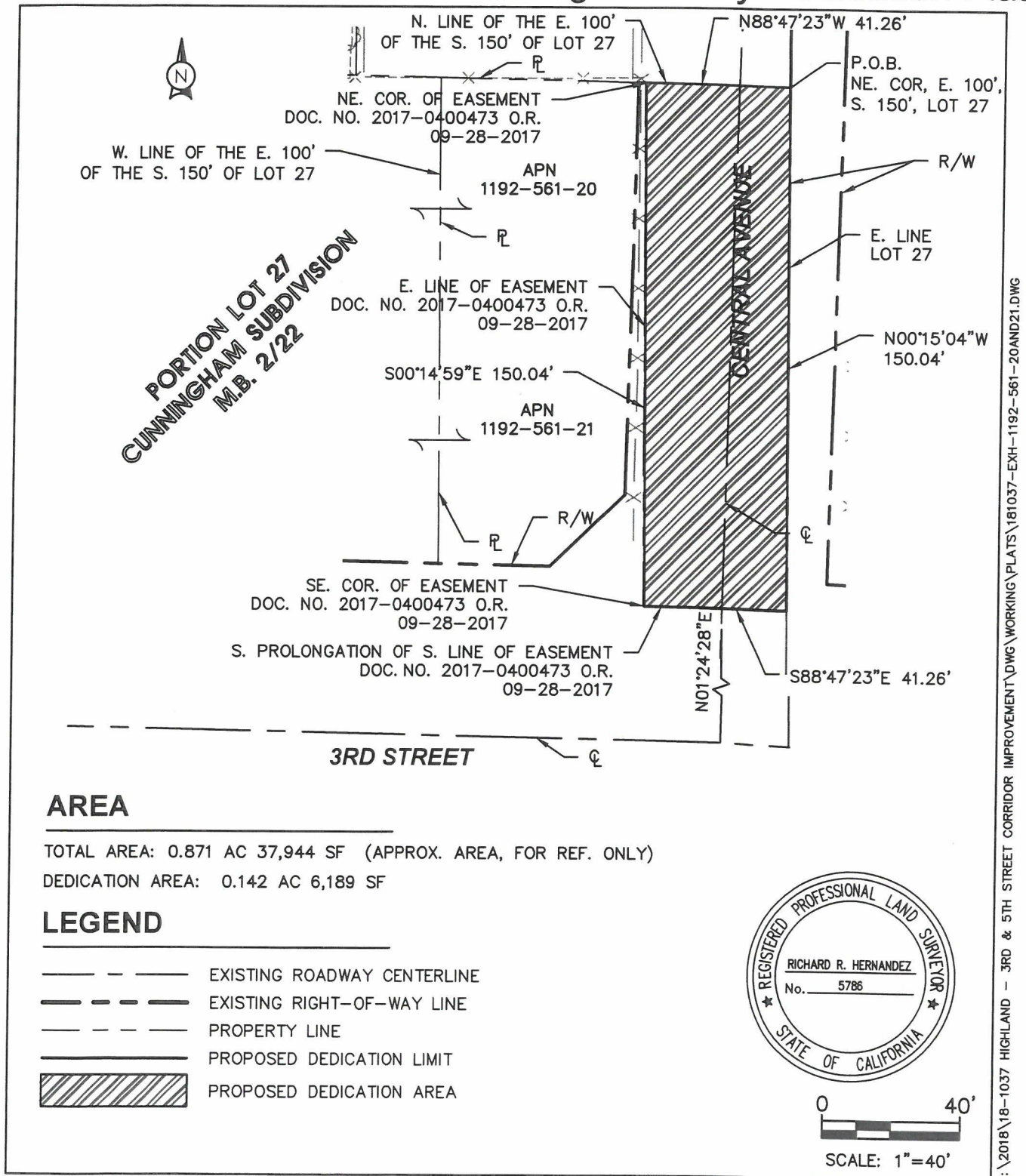
Signature:



Date: 9/9/2020



# Exhibit A2: Easement Deed of Right of Way Dedication Plat



STREET ADDRESS:  
CENTRAL, HIGHLAND, CA 92346  
PLOT DATE: 09/10/2020

SHEET 1 OF 1

**Hernandez, Kroone & Associates**  
Engineers & Land Surveyors

HQ: 234 East Drake Drive, San Bernardino, CA 92408  
PHONE: 909-884-3222 ▲ info@hkagroup.com



**EXHIBIT B**

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**PG# 13**

on, over, under and across the property located at

**Address: 8082 Central Ave**

**A.P.N. : 1192-561-19 thru -21**

For a valuable consideration, receipt of which is hereby acknowledged, 3rd St Descansando LLC, a California limited liability company ("Grantor") hereby grants to the City of Highland, a municipal corporation ("City") an approximate 817 square foot temporary construction easement on, over, under, along, and across that certain portion of Grantor's real property commonly known as 8082 Central Ave, located in the City of Highland, County of San Bernardino, State of California and described as San Bernardino County Assessor's Parcel Number 1192-561-19 thru -21 ("Grantor's Property") in connection with the City's construction of the construction of the 3rd/5th Corridors Improvement project from Victoria Avenue to Church Avenue ("Project") and related improvements. The approximate 817 square foot temporary construction easement on Grantor's Property is described more particularly on Exhibit "B1" and depicted on Exhibit "B2" referred to below as the "temporary construction easement."

The temporary construction easement shall provide the City and its representatives permission to enter upon the temporary construction easement during the course of the City constructing the Project, and to construct and/or rearrange existing improvements on Grantor's property as is necessary to join with the new street improvements that are being constructed adjacent to Grantor's Property. The existing improvements for which permission is hereby granted may include, but are not limited to driveway and walkway paving, grade transitions, yard drainage devices, landscape and irrigation restoration, fence and mailbox replacement, and joining to new improvements.

This Temporary Construction Easement will terminate upon the date the improvements are accepted by the City of Highland or one year from date notice to construct is provided whichever is earlier.

Dated this 31 day of AUGUST, 2021.

Daytime Phone Number: 714-322-2723

  
\_\_\_\_\_  
LAWRENCE BRADLEY KAPLAN  
3rd St Descansando LLC, a California  
limited liability company

Please sign and return to:

**City of Highland**

Attn: Robert Doss

27215 Base Line, Highland CA 92346

Phone: 909-864-8732

EXHIBIT "B1"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes and incidents thereto in and across that portion of the east 100 feet of the south 150 feet of Lot 27, Cunningham Subdivision, in the City of Highland, County of San Bernardino, State of California, as shown on map filed April 29, 1887 in Book 2, of Maps, Page 22, Records of said County, described as follows:

**COMMENCING** at the northeast corner of said parcel also being a point on the east line of said Lot 27;

thence along the north line of said parcel, North  $88^{\circ}47'23''$  West, a distance of 43.32 feet, to a line parallel with and 29.00 feet westerly of the centerline of Central Avenue, as shown on Record of Survey No. 00-041, filed in Book 114 of Records of Survey, at Pages 26 through 28, on August 15, 2000, Records of said County, also being the **POINT OF BEGINNING**;

thence along said parallel line, South  $01^{\circ}24'28''$  West, a distance of 118.15 feet, to an angle point on a line of an easement, as described in Grant of Easement, recorded in Document No. 2017-0400473, on September 28, 2017, Official Records of said County;

thence along said line, South  $46^{\circ}18'32''$  West, a distance of 29.87 feet, to a line parallel with and 52.00 feet northerly of the Centerline of 3<sup>rd</sup> Street;

thence along said parallel line, North  $88^{\circ}47'21''$  West, a distance of 7.79 feet;

thence North  $46^{\circ}18'32''$  East, a distance of 33.12 feet;

thence North  $01^{\circ}24'25''$  East, a distance of 115.86 feet, to said north line of the east 100 feet of the south 150 feet of Lot 27;

thence along said north line, South  $88^{\circ}47'23''$  East, a distance of 5.50 feet, to the **POINT OF BEGINNING**;

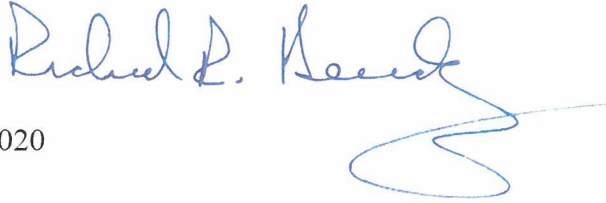
The above described parcel contains 817 square feet more or less.

END OF DESCRIPTION



This real property description has been prepared by me, or under my Direction, in conformance with the Professional Land Surveyors' Act.

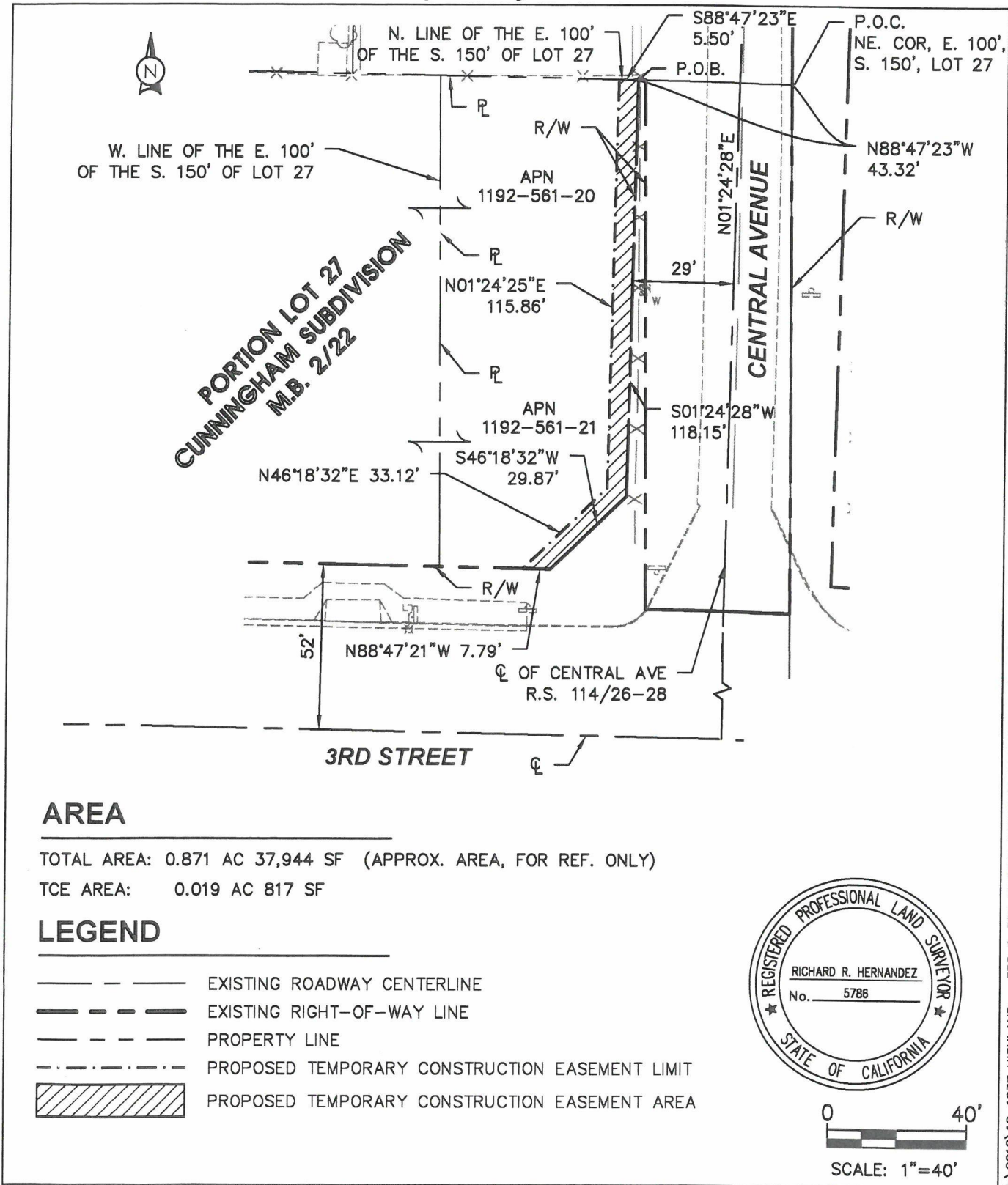
Signature:

A handwritten signature in blue ink, appearing to read "Richard R. Hernandez", with a long, sweeping underline.

Date: 9/10/2020



# Exhibit B2: Temporary Construction Easement Plat



STREET ADDRESS:  
CENTRAL, HIGHLAND, CA 92346  
PLOT DATE: 09/10/2020

SHEET 1 OF 1

**Hernandez, Kroone & Associates**  
Engineers & Land Surveyors

HQ: 234 East Drake Drive, San Bernardino, CA 92408  
PHONE: 909-884-3222 ▲ info@hkagroup.com





# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Chuck Dantuono, Director of Administrative Services/City Treasurer 

**SUBJECT:** Wildland Protection Agreement (WPA) with the State of California

**RECOMMENDATION:**

1. That the City Council approve the WPA with the State for \$47,387.57 &
2. That the City Council approve the following budget adjustment: Transfer \$10,440 from 029-2512 (Fire Dept-Fund Balance) to be expended from 029-2100-4568 (Contract Services-Fire Services).

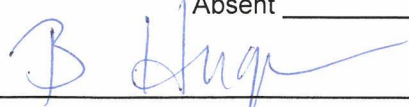
**FISCAL IMPACT:** \$47,387.57.

**PUBLIC NOTICE:** The agenda for this item was posted at the three required locations.

**BACKGROUND:** This item was included in the 2021-2022 Work Program and received a HP-rating. The Wildland Protection Agreement (WPA) is essentially an insurance policy. With the constant threat of deadly and destructive wildland fires in California, especially evident by the recent large fires that have impacted the City as well as the surrounding areas in California, the State would like to propose a WPA for specially chosen open space areas (acres) within the foothill areas of East Highland. The City has large areas of wildlands as well as structures located in the wildland-urban interface.

Within the last three years the City has had multiple wildland fires, the "Bridge Fire" on Greenspot near the old iron bridge, the "King Fire" on Base Line just east of Fire Station No. 2, and the "Mentone Fire" on Greenspot Rd/Newport. These three fires were within the City, which makes the City responsible for all fire suppression costs. The cost of suppressing a wildland fire with aircraft, hand-crews, and dozers can become extremally costly very quick.

If the City contracts with the State for a WPA and there is a fire within or adjacent to the chosen open space areas, CAL FIRE will send a full wildland fire response including aircraft, hand-crews, and dozers. CAL FIRE will protect those lands as if they were a State Reasonability Area (SRA). All suppression costs for a fire within or adjacent to that chosen area will be covered under the WPA.

|                                                                                                  |               |                                                                                                      |                          |
|--------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|--------------------------|
| Approved _____                                                                                   | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>5</u> |
| Denied _____                                                                                     | Ayes _____    |                                                                                                      |                          |
| Continued _____                                                                                  | Noes _____    |                                                                                                      | File No. _____           |
| Tabled _____                                                                                     | Abstain _____ |                                                                                                      |                          |
|                                                                                                  | Absent _____  |                                                                                                      |                          |
| <br>City Clerk |               | <br>City Manager |                          |

This will be an annual fee and will be due whether it is used or not, like an insurance policy. In recent years, CAL FIRE has responded to these fires on behalf of the City and has never invoiced the City. The City has historically contributed meals (usually under \$1,000) in the past but has never received an invoice for hand-crews, equipment, air support, etc. The City was notified last year during the budget process that moving forward, the State would be invoicing the City for all costs associated with wildland fires in Highland unless the City agreed to a WPA.

Staff budgeted \$36,950 for this in FY 2021-2022-this was for 1000 acres. The WPA calls for 1261 acres so a budget adjustment of \$10,440 is needed. Planning staff has reviewed the map attached to the WPA and agrees with the proposed boundaries. The City Attorney has reviewed the WPA and has approved as to form.

STATE OF CALIFORNIA  
COOPERATIVE FIRE PROGRAMS  
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION  
REIMBURSEMENT AGREEMENT  
LG-W REV 11/2020

AGREEMENT NUMBER

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Highland

2. The term of this Agreement is: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 47,387.57  
Forty Seven Thousand, Three Hundred Eighty Seven Dollars, and Fifty Seven Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

|                                                                                      |         |
|--------------------------------------------------------------------------------------|---------|
| Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A    | 3 pages |
| Exhibit B – Budget Detail and Payment Provisions                                     | 2 pages |
| Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017                  | 0 pages |
| Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement) | 1 pages |
| Exhibit E – Additional Provisions                                                    | 6 pages |

\*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto.  
General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

City of Highland

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

27215 Baseline Rd Highland, CA 92405

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General  
Services Use Only

## EXHIBIT A

### COOPERATIVE FIRE PROGRAMS

#### AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

|                      |                     |               |                  |
|----------------------|---------------------|---------------|------------------|
| CAL FIRE Unit Chief: | Shane Littlefield   | Local Agency: | City of Highland |
| Name:                | San Bernardino Unit | Name:         |                  |
| Phone:               | (909) 881-6900      | Phone:        | (909) 864-6861   |
| Fax:                 | (909) 881-6969      | Fax:          |                  |

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

|                      |                                                   |               |                                         |
|----------------------|---------------------------------------------------|---------------|-----------------------------------------|
| CAL FIRE Unit Chief: | Shane Littlefield                                 | Local Agency: | City of Highland                        |
| Section/Unit:        | San Bernardino Unit                               | Section/Unit: |                                         |
| Attention:           | Patrick Aguada                                    | Attention:    |                                         |
| Address:             | 3800 N. Sierra Way<br>San Bernardino, CA<br>92405 | Address:      | 27215 Baseline Rd<br>Highland, CA 92346 |
| Phone:               | (909) 881-6900                                    | Phone:        | (909) 864-6861                          |
| Fax:                 | (909) 881-6969                                    | Fax:          |                                         |

Send an additional copy of all correspondence to:

**CAL FIRE**  
**Cooperative Fire Services**  
**P.O. Box 944246**  
**Sacramento, CA 94244-2460**

#### 2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2021, by and between the State of California, hereinafter called STATE and the City of Highland, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

#### 3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 1261 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.



Contractor Name: City of Highland

Contract No:

- 3 -

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

**4. SERVICES BY STATE**

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

**5. ADMINISTRATION**

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

**6. MUTUAL AID**

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

**7. ENTIRE AGREEMENT**

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

## **EXHIBIT B**

### **BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION**

#### **1. Invoicing and Payment:**

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$33.55 per acre, plus an 12.01% administrative charge for a total of \$37.58 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

#### **2. Budget Contingency Clause**

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

Contractor Name: City of Highland

Contract No:

- 6 -

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

## **EXHIBIT D**

### **SPECIAL TERMS AND CONDITIONS**

**1. Cancellation**

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

**2. Audit**

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

**3. Operating Plan**

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

**4. Extension of Agreement**

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

**5. Modification**

This Agreement may be amended at any time by written mutual consent of the parties hereto.

**6. Indemnification**

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

Contractor Name: City of Highland

Contract No:

- 8 -

## EXHIBIT E

### ADDITIONAL PROVISIONS

#### Attachments

- ☒ Budget Plan
- ☒ Topographic Map
- ☒ Operating Plan
- ☐ Annual Report

Contract Name: City of Highland

Contract #:

Page #:

9

## LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) \_\_\_\_\_

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)  
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE  
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)  
AND THE CITY/TOWN OF Highland A LOCAL AGENCY  
FOR THE 2021/2022 FISCAL YEAR

### AGREEMENT COST CALCULATIONS:

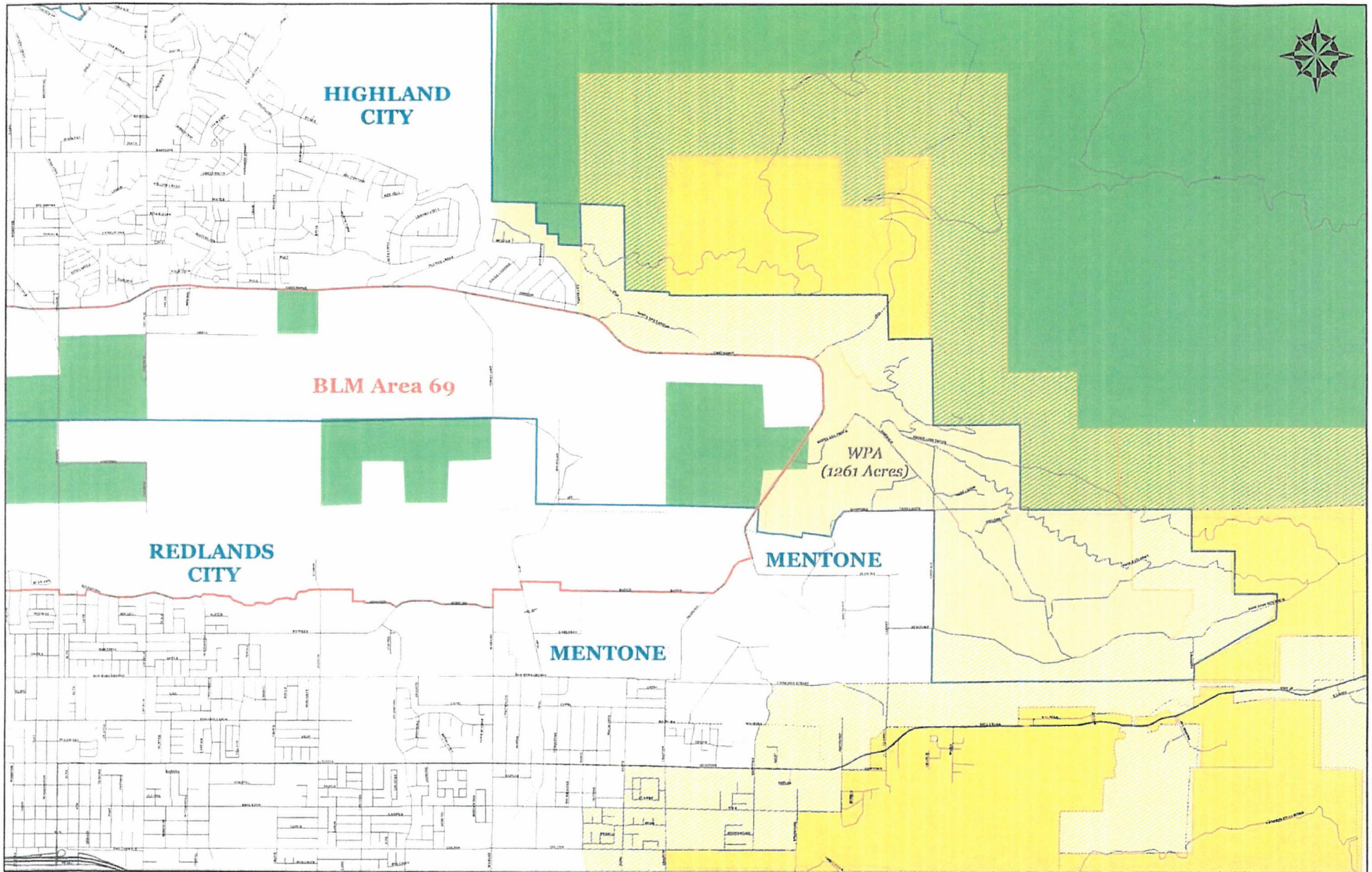
Number of Acres 1261

|                              |          |                     |
|------------------------------|----------|---------------------|
| General Fund Reimbursement   | \$ 12.49 | \$ 15,749.89        |
| Unit Budget                  | \$ 21.06 | \$ 26,556.66        |
| Sub-Total                    |          | \$ 42,306.55        |
| Admin Rate                   | 12.01%   | \$ 5,081.02         |
| <b>Total Protection Cost</b> |          | <b>\$ 47,387.57</b> |

Comments Section:

0





# City of Highland Wildland Protection Agreement (WPA)

0 0.25 0.5 1 Miles

- Lines**
- City of Highland
  - Other City/Community
  - BLM Area 69 (CAL FIRE UOP)

- CAL FIRE WPA**
- CAL FIRE WPA / Highland
- Threat Zone (TZONE)**
- Local DPA / CAL FIRE TZONE
  - Federal DPA / CAL FIRE TZONE

- Direct Protection Area (DPA)**
- State DPA-SRA
  - Federal DPA-FRA
  - Local DPA

CONTRACT#



p.10

Revised: 1/1/2014  
 City of Highland  
 Map of the City of Highland



# **HIGHLAND WILDLAND CONTRACT AREA OPERATIONAL PLAN**

**Between**

**CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION (CAL FIRE),  
San Bernardino Unit,**

**And**

**CITY OF HIGHLAND**

## **Purpose**

The purpose of this operating plan is to increase and/or enhance the fire ground operations within the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Highland Wildland Contract area including mutual threat zones. This plan would allow responding agencies to pre-designate the Unified Ordering point, VHF Radio Frequencies, establishment of a Unified Command structure for wildland fires in the contract area.

## **Proposal**

1. The proposed plan is to:
  - a. Suppress Wildland fires within the contract area and/or mutual threat zone.
2. Area involved:
  - a. See attached map, Highland Wildland Contract area inclusive of mutual threat zones.

## **Procedures**

1. Regardless of which agency Company Officer is on scene of the incident first, the first arriving Company Officer shall:
  - a. Assume command,
  - b. Establish jurisdiction,
  - c. Determine threats with potential,
  - d. Provide a report on conditions,
  - e. Formulate and effect a plan of action,
  - f. Prioritize control objectives,
  - g. Life, Property and Natural Resources,
  - h. Request additional resources as appropriate,
  - i. Establish the Unified Ordering Point.
2. The Unified Ordering Point shall be the California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC).
3. Regardless of which agency Chief Officer is on scene of the incident first:
  - a. The first arriving Chief Officer will transition command from the initial attack incident commander.

- b. Announce and assume command.
  - c. Establish an Incident Command Post.
- 4. Wildland fires will be managed via Unified Command structure affording all agencies with jurisdictional responsibility to establish a common set of objectives and strategies.
- 5. Common communications shall be established utilizing the FIREScope Statewide channel plan with the following VHF frequencies.
  - a. Command
    - i. Common command frequency assigned by the BDCC
  - b. Tactical
    - ii. Common tactical frequencies assigned by the BDCC
  - c. Air to Ground
    - iii. Common air to ground frequencies assigned by the BDCC
  - d. Note: California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Emergency Command Center (BDCC) will make every effort to assign VHF frequencies utilizing the pre-designated frequency chart below.

| VHF FREQUENCIES |          |          |                    |
|-----------------|----------|----------|--------------------|
| BDU L1          | 151.4450 | 159.3900 | BDU LOCAL 1        |
| CDF C1          | 151.3550 | 159.3000 | CDF COMMAND 1      |
| CDF C2          | 151.2650 | 159.3300 | CDF COMMAND 2      |
| CDF C3          | 151.3400 | 159.3450 | CDF COMMAND 3      |
| CDF T5          | 151.2500 | 151.2500 | CDF TAC 5          |
| CDF T8          | 151.3700 | 151.3700 | CDF TAC 8          |
| CDF A/G         | 151.2200 | 151.2200 | CDF AIR TO GND NET |
| VFIRE22         | 154.2650 | 154.2650 | VFIRE22            |
| VFIRE23         | 154.2950 | 154.2950 | VFIRE23            |

- 6. Wildland fires in jurisdictions outside of the Highland Wildland Contract area that are deemed an imminent threat to Highland Wildland Contract area or mutual threat zone:
  - a. Immediate notification will be made to BDCC. BDCC will in turn notify Highland Fire Department, coordinating with San Bernardino County Communications Center (XBOC).

7. For Wildland fires originating in the Highland Wildland Contract area or mutual threat zone, CAL FIRE will dispatch resources based on the Low, Medium or High dispatch levels, as well as by the closest resource concept. Additional resources may be responded based upon initial reports.

| RESPONSE LEVELS    |      |        |     |
|--------------------|------|--------|-----|
| STATE RESOURCES    | HIGH | MEDIUM | LOW |
| Engines            | 5    | 3      | 2   |
| Dozers             | 1    | 1      | -   |
| Crews              | 2    | 1      | -   |
| Helicopter         | 2    | 1      | -   |
| Air Tanker         | 2    | 1      | -   |
| Air Attack         | 1    | 1      | -   |
| Prevention Officer | 1    | 1      | -   |
| Battalion Chief    | 1    | 1      | -   |

### **Repair of Fire Suppression Damage**

1. The nature of fire and other emergency activity work invites accidents, injuries, and general confusion. In addition, fire control forces may take actions that are reasonably necessary to control a fire or other emergency, but which are damaging to property. Such actions will be considered reasonable and proper if good judgment is used by responsible personnel according to the conditions that exist at the time of the action. CAL FIRE is not obligated or authorized to make actual expenditures or efforts to repair or replace private property.
2. Advise those claimants who insist upon taking formal action to correspond with the Secretary, State Board of Control, P.O. Box 3035, 926 J Street, Suite 300, Sacramento, 5814. The claimant may be supplied by the Board of Control with a copy of form STD 275, entitled, Damage Claims Against the State of California.

### **Fire Information**

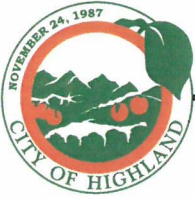
1. Joint fire information dissemination as determined and approved by the Unified Incident Commanders.

### **General Procedures**

1. Plan to be reviewed and updated as necessary prior to June 30<sup>th</sup>.

### **Administrative listings**

1. California Department of Forestry and Fire Protection (CAL FIRE) San Bernardino Unit Head Quarters 3800 N. Sierra Way San Bernardino, CA 92406. (909) 881-6900.
2. City of Highland Fire Department 27215 Baseline St. Highland, CA 92346



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph A. Hughes, City Manager

**REVIEWED BY:** Lawrence A. Mainez, Community Development Director 

**PREPARED BY:** Kim Stater, Assistant Community Development Director 

**SUBJECT:** Bid Rejection - Bid No. 2020-11 – “Asbestos Removal and Demolition of a Single-Family Residence and On-Site Improvements Located at 7433 Central Avenue”

**RECOMMENDATION:** Staff recommends the City Council:

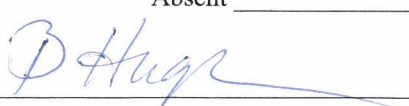
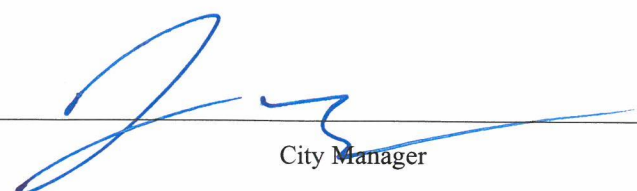
- 1) Reject all bids;
- 2) Direct staff to revise the document to modify the project plans and specifications as necessary; and
- 3) Re-advertise the project

**FISCAL IMPACT:** The Engineer’s Estimate for the project is \$34,350. The project cost will be funded by the Housing Authority as the parcel is anticipated to be the future site of an affordable senior housing project by the Authority.

**PUBLIC NOTICE:** The Notice Inviting Bids was advertised in the Highland Community News and on eBidboard, a web-based interactive data service for public construction project solicitation, proposal and bid process.

No public notice is required prior to the City Council taking action on this item other than posting the Agenda in which the subject matter is noted at three public places per City Council Resolution.

**BACKGROUND:** On August 16, 2021, the City made available Specifications and Proposals for Bid No. 2020-11. The project consists of the demolition of a single-family residence, removal of related asbestos, associated landscaping, and the

|                                                                                                   |               |                                                                                                      |                          |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|--------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>6</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                          |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____           |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                          |
|                                                                                                   | Absent _____  |                                                                                                      |                          |
| <br>City Clerk |               | <br>City Manager |                          |

installation of a vehicular gate at the southerly boundary along Central Avenue. A mandatory Pre-Bid Conference was held on September 13, 2021, and bids were opened on September 27, 2021. Two bids for the project were received:

| <b><u>Bidder</u></b> | <b><u>Total Bid</u></b> |
|----------------------|-------------------------|
| Becko, Inc.          | \$38,225                |
| UBD, Inc.            | \$69,999                |

Becko, Inc. was originally assumed to be the lowest responsive bid. Upon review of the documents, UBD, Inc. submitted a Protest Letter stating that Becko, Inc. does not hold a C13 Contractor's License as required by the State Contractor's Licensing Board to install the proposed 17' vehicular control gate, nor did they identify a subcontractor to do the work. Staff concurs with the protest letter and finds the bid non-responsive.

Due to the fact that one bid is non-responsive, and the only remaining bid is substantially (103%) higher than the Engineer's Estimate, Staff recommends that both bids be rejected.

Staff will modify the bid documents to clarify the necessary work and licensing.

Staff recommends the project be re-advertised immediately following the modification.





# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph Hughes, City Manager

**REVIEWED BY:** Lawrence A. Mainez, Community Development Director  
Betty Hughes, MMC, City Clerk

**PREPARED BY:** Camille Goritz, Administrative Assistant III 

**SUBJECT:** Declare two (2) Seats Vacant on the Community Trails Committee

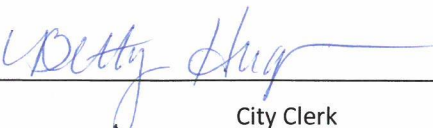
**RECOMMENDATION:** Staff recommends the City Council:

1. Declare two (2) seats vacant on the Community Trails Committee; and
2. Direct the City Clerk to advertise the vacancies on the Community Trails Committee.

**PUBLIC NOTICE:** The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

**BACKGROUND:** Pursuant to Chapter 2.32.020 of the Highland Municipal Code, the Community Trails Committee shall consist of five members appointed by the City Council and shall serve without compensation. Each member of the committee shall serve a two-year term of office and have a demonstrated knowledge and interest in one or more of the following: equestrian activities, bicycling, hiking, nature studies, or landscape/open space design.

Board Members Jeff Novak and Robert LaChausse's seats will expire October, 2021. Therefore, it would be appropriate for the City Council to declare the two (2) seats vacant on the Community Trails Committee and direct the City Clerk to advertise and post the vacancy, as required per Government Code § 54970.

|                                                                                                   |               |                                                                                                      |                          |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|--------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>4</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                          |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____           |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                          |
|                                                                                                   | Absent _____  |                                                                                                      |                          |
| <br>City Clerk |               | <br>City Manager |                          |



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Lawrence A. Mainez, Community Development Director 

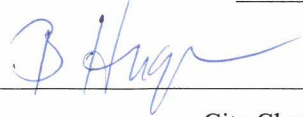
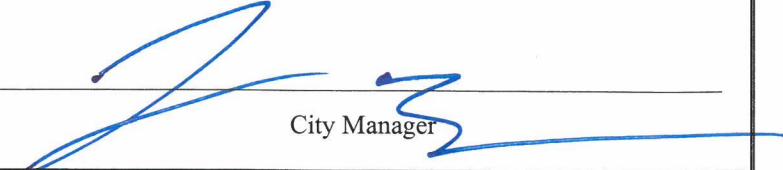
**SUBJECT:** Consideration of Proposals for the City's Tow Rotation List Program beginning January 1, 2022, and ending December 31, 2023

**RECOMMENDATION:** Staff recommends the City Council review the Proposals from the Tow Operators / Companies, and award Agreements to participate in the City's Tow Rotation Program and authorize the Mayor to execute the necessary agreements.

**FISCAL IMPACT:** The cost to the City regarding the implementation of the Tow Rotation Program will be borne by the owner of the towed vehicle with minimal fiscal impact on the City. Those costs will be recovered by payment at the time a vehicle owner collects his/her vehicle. The tow companies charge their own separate fees for services which are also collected at the time a vehicle owner collects his/her vehicle from their storage yard (fees for service will be attached to the Tow Company Agreements).

**PUBLIC NOTICE:** Staff advertised the availability of the Request for Proposals (RFPs) on the City's webpage and mailed copies of the RFP to each of the current service providers on August 13, 2021 (see Notice Attached as Exhibit-1).

No further public notice is required prior to the City Council taking action on this item other than posting of the Agenda in which the subject matter is noted at three (3) public places per City Council Resolution and on the City's Website.

|                                                                                                   |               |                                                                                                      |                          |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|--------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>8</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                          |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____           |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                          |
|                                                                                                   | Absent _____  |                                                                                                      |                          |
| <br>City Clerk |               | <br>City Manager |                          |

**BACKGROUND:** The City Council, since 1994, has regulated Tow Operators who have participated in the City's Tow Rotation Program. The Agreements have been for approximately two (2) year periods with the current Contract period ending December 31, 2021. As noted above, staff circulated a Request for Proposals (RFPs) on August 13, 2021, and posted a notice on the City's webpage that same week. Proposals were received until Thursday, September 2, 2021, at 5:30 p.m. At the close of the time period to submit Proposals, Staff received six (6) Proposals which include (in alphabetical order): A & G Towing Services, Armada Towing, Pepe's Towing, Wilson's Towing, Edwin's Towing, and Statewide Towing. The first four (4) are the same companies that are currently in the City's Tow Rotation Program, and Edwin's and Statewide Towing are new additions.

**REVIEW:** Staff has analyzed each Tow Operator/Company Proposal (hereinafter referred to as "Operator") and has the following comments and/or conclusions (a copy of each Operator's CHP Form 234A is attached - see Exhibit 2). A summary comparison of the tow operator's proposals is also attached as Exhibit 3 for City Council's information which includes a listing of the proposed tow rates.

**1. A & G Towing, 591 East Ninth Street, San Bernardino, CA 92410**

Staff Review: The Operator has participated in the Program for over thirteen (13) years in good standing. Its primary storage facility is located at 591 East Ninth Street (in the City of San Bernardino) but within an acceptable distance from the City's corporate boundaries. A& G Towing is proposing a slight increase in their service rates but still below the average rates charged by the other tow companies. They have a separate day and night fee – which they tell staff was a California Highway Patrol requirement. All the required forms, proof of insurance, and site plan were submitted.

Recommendation: The Operator meets all requirements of the RFP and therefore staff is recommending they be approved for a City Tow Rotation Agreement.

**2. Armada Towing, 2285 East 6<sup>th</sup> Street, San Bernardino, CA 92410  
(Main Office is 8623 Carob Street, Fontana, CA 92335)**

Staff Review: The Operator has participated in the Program for over eleven (13) years in good standing. Its primary storage facility is located at 2285 East Sixth Street (in the City of San Bernardino near Highland's westerly corporate boundary) which serves as its main and only facility contiguous to the City of Highland. Their service rates will not increase – making them the least expensive tow service company submitting a proposal. All the required forms, proof of insurance, and site plan were submitted.

Recommendation: The Operator meets all requirements of the RFP and therefore staff is recommending they be approved for a City Tow Rotation Agreement.



**3. *Pepe's Tow Service, Inc., 1303 Victoria Street, San Bernardino, CA 92408***  
***(Main Office is 14351 Veterans Way, Moreno Valley, CA 92553)***

Staff Review: The Operator has participated in the Program for over eleven (13) years in good standing. Its primary storage facility is located at 1303 Victoria Street, within the City of San Bernardino and its secondary storage facility is located at 2000 West Key Street, Colton, CA. All the required forms, proof of insurance, and site plan were submitted. The primary storage facility in San Bernardino is over two (2) miles from the City's boundary. Pepe's Towing is proposing an increase in their service rates – however their new rates are still below the average rates proposed by all tow companies.

Recommendation: The Operator meets all requirements of the RFP with the exception of the distance to the storage facility which exceeds the required maximum of 1.5 miles. However, the Council has waived this requirement the last 6 Program cycles and has not posed a problem with regards to response time - which is a maximum of 20 minutes. The City Council may again waive the distance requirement if it so chooses and therefore staff recommends Pepe's be approved for a City Tow Rotation Agreement.

**4. *Wilson Towing L.L.C., 2310 East Third Street, San Bernardino, CA 92410***

Staff Review: The Operator has participated in the program since 1994 (27 years) and is in good standing. The Operator's storage facility is located at 2310 E. 3<sup>rd</sup> Street (within the City of San Bernardino) at the City's westerly corporate boundaries. Wilson's service rates are the most expensive. All the required forms, proof of insurance, and site plan were submitted by the required deadline.

Recommendation: The Operator meets all requirements of the RFP and therefore staff recommends they be approved for a City Tow Rotation Agreement.

**5. *Edwin's Towing Inc. 25003 E. 5<sup>th</sup> Street, San Bernardino, CA 92410***

Staff Review: The Operator is a new addition to the program and will be the only tow operator within the City's corporate boundaries. On September 7, 2021, the Planning Commission approved a Conditional Use Permit (CUP-21-005) entitlement authorizing Edwin's Towing, Inc. to operate a towing business/yard at 25003 E. 5<sup>th</sup> Street within the City's Business Park Zoning District. The Operator was recently issued a business license and they are currently working with staff to satisfy all their CUP requirements for the 5<sup>th</sup> Street business/yard location. Edwin's service rates appear to be slightly higher than the average rates charged by all the other tow companies. All the required forms, proof of insurance, and site plan (i.e., CUP) were submitted by the required deadline.

*Recommendation:* The Operator meets all requirements of the RFP and staff anticipates all their CUP requirements will be satisfied by the contract effective date of January 1, 2022, therefore staff recommends they be approved a City Tow Rotation Agreement.

**6. *Statewide Towing & Recovering Inc. 376 S. Waterman Ave, San Bernardino, CA 92408***

*Staff Review:* The Operator is a new addition to the program. The Operator's closest storage facility is located at 376 E. Waterman Avenue (within the City of San Bernardino) approximately 1.4 miles from the City's westerly corporate boundary. Statewide service rates are close to the average rates charged by all the other tow companies. All the required forms, proof of insurance, and site plan were submitted by the required deadline.

*Recommendation:* The Operator meets all requirements of the RFP and therefore staff recommends they be approved for a City Tow Rotation Agreement.

**ANALYSIS:** All operators meet the requirements of the RFP. Only Pepe's Towing is beyond the distance from the City's corporate boundary requirement, however staff recommends they be given the same waiver consideration as in the past. The four (4) existing tow companies have served the City of Highland well over the last two years, and staff anticipates the two new additions (Edwin's Towing and Statewide Towing) will provide the same service. No concerns have been identified by the City's Code Enforcement Division, the Public Works Department, the Fire Department, and the City Police Department. Section 2(K) of the related Agreement stipulates that the tow operator shall also be available to tow any City vehicle at no charge, inclusive of vehicles associated with Police and Fire.

The City Attorney also reviewed the draft Agreement as to form and made minor modifications for clarity purposes (see attached – Exhibit 4). All six (6) tow companies have signed the updated Agreement as of the posting date of this staff report.

As noted herein, staff is recommending the City Council award Agreements to all six (6) tow companies to participate in the City's Tow Rotation Program between January 1, 2022, and December 31, 2023.

Attachment: Exhibit 1 -- RFP Packet  
Exhibit 2 – Operators' Proposals (California Highway Patrol Form 234A)  
Exhibit 3 -- Summary Comparison  
Exhibit 4 – Final Agreement as to Form

# **EXHIBIT 1**

## **RFP Packet**

# REQUEST FOR PROPOSAL

## TOWING SERVICE ROTATION LIST FOR THE CITY OF HIGHLAND TOW ROTATION PROGRAM 2022 and 2023



City of Highland  
27215 Base Line  
Highland, CA 92346

August 13, 2021

REQUEST FOR PROPOSALS  
TOW SERVICES ROTATION LIST  
FOR THE  
CITY OF HIGHLAND  
TOW ROTATION PROGRAM

The City Council of the City of Highland is inviting proposals from qualified towing companies who wish to enter into an agreement with the City for the provision of rotational towing services for the removal of vehicles from the public right-of-way (i.e. "Off-Site Vehicle Removal") and for the removal of inoperative vehicles from private property (i.e. "Vehicle Abatement Services") **at no cost or charge** to the City of Highland, its Fire Department and/or the City's Police Department as well as the towing of City vehicles (i.e. cars, trucks, police / sheriff patrol cars, and fire trucks and equipment) as necessary.

The Agreement attached contains rules and regulations a tow company must agree to comply with in order to receive a position on a rotation tow listing with the City. Participation in the City of Highland Rotation Tow Program ("Program" is voluntary. Compliance with the terms and conditions of the Tow Services Agreement is mandatory for towing companies participating in the Program.

**GENERAL REQUIREMENTS:**

1. No tow company submitting an application for the Program shall have a financial interest in any other tow company and/or applicant within the City of Highland. Financial interest includes shared: business license, insurance, TOW TRUCK and equipment ownership, and employees.
2. The tow company must be located within a one and one-half (1½) mile radius from City limits in order to respond in less than twenty (20) minutes (maximum Response Time) and have an active City business license to be considered for the Program.
3. A tow company must have a valid business license at all times that it participates in the Program. Any tow company that fails to maintain a valid business license with the City shall be removed from the Program as set forth in the Agreement.
4. Each location, if an Operator has more than one Storage Facility, will be reviewed on an individual basis, and any new proposed locations in the City shall be approved by the City's Planning Division before the Operator is allowed to participate in the Program.
5. The performance period of the Agreement will be for two (2) years, beginning **January 1, 2022, and terminating on December 31, 2023.** Tow companies and/or operators not participating in the Request for Proposal (RFP) process will not be eligible to participate in the Program until the City establishes an open

enrollment period.

6. The fees charged for response calls must be reasonable. The reasonableness of the fees charged will be determined in the following manner (Form CHP 234A may be used to list rates for services):
  - A. The tow company shall submit his/her proposed hourly rate to the City. The City shall determine the validity and reasonableness of the submitted rate.
  - B. Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of a tow company's retail rate will be considered invalid and will not be accepted. A tow company who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from participating in the Program until the next enrollment period.
  - C. Reasonableness shall be determined as compared to other rates.
7. For special operations involving Class B, C, and D tow trucks, the tow company shall submit proposed fees for vehicle recovery operations and load salvage operations. Fees shall be reasonable and consistent with industry standards for similar operations.
  - A. The proposal shall include hourly rates for the following:
    - 1) Auxiliary Equipment, e.g., airbags, converter gear / dolly, additional trailers, etc.
    - 2) Contracted Equipment, e.g., airbags, converter gear / dolly, additional trailers, forklifts, scoop loaders, etc.
    - 3) Contract labor.
  - B. The City shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
8. The tow company shall submit his/her proposed storage fees, for inside and outside storage, to the City. The City shall determine the reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation.

#### **SCOPE OF WORK:**

This RFP includes the information necessary to be considered for the Program. The RFP contains the following documents:

1. Agreement for Towing Services (included herein) - The Agreement sets forth the parameters a tow company must adhere to such as:
  - A. Tow truck classifications and driver requirements.
  - B. Rate structures or limitations.
  - C. Response to calls regulation and restrictions.
  - D. Storage facility requirements.
  - E. Insurance requirements and limitations.
  - F. Inspections, audits, and compliance with the law provisions.
  - G. Procedures for disciplinary action and hearing process.
2. Attachments to the Agreement include:
  - A. General Equipment Specifications and Use Requirements.
  - B. Reserved for Operator's Proposal.

**PROPOSAL SUBMITTAL REQUIREMENTS:**

The following items must be submitted to City to be considered for the Program:

1. Completion of the California Highway Patrol Form CHP 234A (Form CHP 234A is to be used as the Program Application). Current Vehicle Inspection Certification (Form CHP 234B) shall be submitted on each vehicle to be used in the Program. Vehicles may be added to the list of approved vehicles as outlined in the Agreement.
2. Proof of insurance from a California admitted or approved company verifying required levels and amounts of coverage.
3. A Rate Schedule as identified in the attached Agreement. Form CHP 234A may be used as long as all required rates of the Agreement are included on said Form.
4. A copy of the City of Highland Business License for the Tow Company/Operator.
5. A fully dimensioned Site Plan of the tow company's business and storage yard shall be submitted with the Application package. The plan shall be drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall include the following information:
  - A. Name, address and phone number of the applicant / tow company.
  - B. Property lines and lot dimensions.
  - C. Dimensions of all access points to the Site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees.



- D. Location of all building structures and the distances between buildings and the property lines.
- E. Location of all driveways and landscape planters or areas.
- F. Location of all building security lights and parking lot lights.
- G. Location and type of perimeter fencing.

Tow companies and operators interested in participating in the Program shall submit the requested information, completed Forms, and any other pertinent information to:

Lawrence Mainez  
Community Development Director  
City of Highland  
27215 Base Line  
Highland, CA 92346

**All proposals are due to the City of Highland by no later than 5:30 p.m. on Thursday, September 2, 2021. An applicant shall submit two (2) copies of the proposal. One (1) proposal must be a reproducible, unbound copy (no colored copies). Failure to comply with the instruction set forth in the RFP and the Agreement will be considered as non-responsive and will not be accepted. Furthermore, the City Council reserves the right to reject any and all bids at any time during this process.**

This new Agreement will replace all existing operators on the City's Tow Rotation Program list in effect with the City of Highland.

Any questions regarding this RFP should be forwarded to Lawrence Mainez, Community Development Director, at Highland City Hall, (909) 864-6861 Extension 215, [lmainez@cityofhighland.org](mailto:lmainez@cityofhighland.org) or Camille Goritz, Administrative Assistant III, Extension 214, [cgoritz@cityofhighland.org](mailto:cgoritz@cityofhighland.org).

## **AGREEMENT FOR SERVICES:**

The following is the **draft** Agreement which will be required to be executed by all Tow Companies once their Proposals are approved by the City Council.

### **AGREEMENT BETWEEN THE CITY OF HIGHLAND AND \_\_\_\_\_ FOR TOWING SERVICES IN THE CITY OF HIGHLAND**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Highland (hereinafter referred to as "CITY") and \_\_\_\_\_, a Towing Company (hereinafter referred to as the "OPERATOR"). The CITY and OPERATOR shall be referred to collectively as "the Parties."

#### **W I T N E S S E T H**

WHEREAS, CITY seeks to engage the services of the OPERATOR to participate in CITY Tow Rotation Program ("PROGRAM") for towing services throughout the CITY for the removal of vehicles from the public Right-of-Way (i.e. "Off-Site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e. "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the San Bernardino County Sheriff's Department.

WHEREAS, CITY agrees to utilize, on a rotational basis, for Off-Site Vehicle Removal and Vehicle Abatement Services, only those OPERATOR(S) located in the CITY or located within a mile and a half of the CITY, who have signed an Agreement with the CITY.

WHEREAS, the OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary Towing Applications and other documents required by CITY and has been approved by the CITY to participate in the PROGRAM.

WHEREAS, OPERATOR represents that it has the necessary expertise, equipment, storage facilities, personnel and insurance to meet all requirements of CITY to provide towing services within the CITY.

WHEREAS, CITY has relied upon OPERATOR representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions.

The following defined terms shall be used in this Agreement:

APPEAL: The final level of review for written reprimands, suspensions, terminations, or review of a CITY'S decision regarding disciplinary action.

AREA: City of Highland Corporate Boundary.

CHP: The Department of the California Highway Patrol.

ENROLLMENT PERIOD: The period of time when a tow company may submit an application for inclusion on the CITY'S Rotation Tow List.

LOAD SALVAGE OPERATIONS: Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D TOW TRUCKS.

NOTICE: All notices relating to this Agreement shall be in writing and delivered to the other party in person, via FAX, or by US Mail.

OPERATOR: A tow service which has signed the Tow Service Agreement, and is approved to receive CITY referred calls. The term, "operator" refers to the company, its owner(s), and its manager(s) who have authority to enter into an Agreement with the CITY for towing services and to conduct business in accordance with the terms of this Agreement.

PORTAL TO PORTAL: Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the TOW TRUCK back into service when unusual circumstances require additional time that are not part of normal operating procedures. (Examples: 1) 4 X 4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment; 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.)

POSSESSION: Pursuant to Section 3068 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

PUBLIC SAFETY RESPONSE: A response which results in a storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle



operator, registered owner, or agent.

**RECOVERY OPERATION:** An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C or D TOW TRUCK(s).

**RESPONSE TIME:** The period of time from an operator's notification by the CITY Communications Center of a call to the arrival of the TOW TRUCK at the location requested.

**RETAIL RATE:** The usual customary retail rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

**SUSPENSION:** Removal of an operator from the CITY'S Rotation Tow List for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

**TERMINATION:** Permanent removal of a tow operator from the CITY'S Rotation Tow List for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the CITY'S Tow Rotation Program.

**TOW TRUCK:** A tow truck as defined in Section 615 of the California Vehicle Code. Also includes slide back carriers and wheel life vehicles.

**TOW DISTRICT:** The geographical area in which an operator may receive CITY referred calls.

**WRITTEN REPRIMAND:** A written notice to an operator which specifies any violation(s) of the Tow Service Agreement, orders corrective action, and warns of further action(s) to be taken if corrective action is not taken.

## **Section 2. General Responsibilities of OPERATOR.**

- A. OPERATOR shall provide towing services at the request and direction of the San Bernardino County Sheriff's Department (hereinafter referred to as the "HIGHLAND POLICE DEPARTMENT") and CITY'S Code Compliance Division for all tows necessary from public Right-of-Way and from private property. Calls for towing services from public Right-of-Way shall be initiated by the HIGHLAND POLICE DEPARTMENT and calls for towing services from private property shall be initiated by the CITY'S Code Compliance Division under the CITY'S Vehicle Abatement Program.
- B. The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the HIGHLAND POLICE

DEPARTMENT.

- C. There shall be no charge or fee to the CITY, or the HIGHLAND POLICE DEPARTMENT or the CITY'S Code Compliance Division for any towing services by the OPERATOR **to include vehicles towed at the request of the CITY/HIGHLAND POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis.** All charges or fees shall be applied only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement and in exhibits thereto shall refer to charges against the vehicle owner and not to the CITY, the HIGHLAND POLICE DEPARTMENT or the CITY'S Code Compliance Division.
- D. If the OPERATOR called is unable to respond within 20 minutes ("MAXIMUM RESPONSE TIME"), the OPERATOR must advise the originator of the call (either the HIGHLAND POLICE DEPARTMENT or CITY'S Code Compliance Division, as appropriate) at the time of the call regarding the anticipated RESPONSE TIME. If the anticipated RESPONSE TIME is unacceptable, other towing arrangements will be made by HIGHLAND POLICE DEPARTMENT or CITY.
- E. The OPERATOR will provide a receipt, with a copy placed in the stored vehicle and a copy to the Tow Company, whenever any item is removed from a stored vehicle and taken to another place of storage.
- F. The OPERATOR will furnish satisfactory evidence of liability insurance, provide adequate protection of disabled vehicles, and any property contained in such vehicles, while being towed and during storage. Policy expiration dates and any notice of cancellation will be furnished to the CITY immediately upon receipt by the OPERATOR.
- G. The OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the HIGHLAND POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the PROGRAM to read: "City of Highland" and either "impounded" or "stored."
- H. The OPERATOR and its TOW TRUCK drivers shall be properly licensed, in accordance with California Vehicle Code ("CVC") Sections 12804.7 and 12804.9(b) and the CITY's business license requirements.
- I. Towing vehicles shall be maintained in compliance with the provisions of CVC Sections 24605, 25253, 25300, 27700, and 27907.



- J. The OPERATOR shall comply with CVC Section 10652 in reporting the storage of vehicles over 30 days. The HIGHLAND POLICE DEPARTMENT will be furnished a copy of the Report, which the OPERATOR is required to furnish the Department of Justice by Registered Mail.
- K. The OPERATOR shall also be available as necessary to tow any CITY vehicle **at no charge**. Such vehicles will include: CITY Vehicles, Highland Fire Department / CDF California Department of Forestry ("CalFire") Trucks and associated vehicles, and Highland Police patrol cars and associated vehicles. **Further, the OPERATOR shall assist the CITY in changing flat tires, jump start dead batteries and/or other incidental vehicle problems that may occur from time-to-time during the Agreement period.**
- L. The OPERATOR shall provide to the CITY applicable Forms CHP 234A, CHP 234B and CHP 234F that shall be kept current during the time period of this Agreement (see Attachment B).

### Section 3. Responsibilities of CITY.

- A. The HIGHLAND POLICE DEPARTMENT and CITY'S Code Compliance Division shall each establish and maintain separate rotational lists composed solely of the OPERATOR(S) who are signatories to an agreement such as this one, unless as otherwise provided for by HIGHLAND POLICE DEPARTMENT or CITY procedure.

### Section 4. Rotation Lists.

- A. The CITY shall maintain a Rotational Tow List ("LIST") for each class of TOW TRUCK to ensure an equitable distribution of calls.
- B. Nothing shall prohibit a Class B, Class C, or Class D OPERATOR from maintaining a place on a lighter Class Rotation List.
  - 1. Regardless of the class of TOW TRUCK utilized or responding to the call, charges shall not be more than the class of vehicle towed or serviced, except when recovery operations require a larger class of truck.
- C. A call to an OPERATOR shall constitute one turn on the LIST and the OPERATOR shall be moved to the bottom of the LIST. This includes when the OPERATOR fails to answer the phone, is unable to respond, or is canceled because the OPERATOR cannot respond in less time than the MAXIMUM RESPONSE TIME. If it is determined that the OPERATOR is not needed and is canceled by the HIGHLAND POLICE DEPARTMENT, up to and including the time the OPERATOR arrives at the scene, there shall be no charges and the OPERATOR will be placed back at the top of the LIST.

1. If the OPERATOR is canceled by the vehicle's owner or agent prior to the OPERATOR taking POSSESSION of the vehicle, there shall be no charges for towing. The OPERATOR shall immediately contact the HIGHLAND POLICE DEPARTMENT and advise them of the cancellation. The OPERATOR will then be placed back at the top of the LIST.
  2. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the OPERATOR may charge a minimum of one-half of the regular hourly service charge, for the time expended on the call. For purposes of cancellation, service begins when physical work on the vehicle has begun, not the response. No lien shall arise for the service unless the OPERATOR has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
    - a. The OPERATOR shall not attempt to take POSSESSION of the vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.
- D. If two or more OPERATORS are called to the same incident, distribution of the vehicles shall be at the discretion of the HIGHLAND POLICE DEPARTMENT.
1. The HIGHLAND POLICE DEPARTMENT may direct an OPERATOR to move vehicles to help clear a roadway or for lifesaving operations. OPERATORS shall provide the requested assistance.
- E. HIGHLAND POLICE DEPARTMENT may direct an OPERATOR to move vehicles to help clear a roadway or for lifesaving operations. OPERATORS shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided shall not change the OPERATOR'S place on the LIST.
- F. An OPERATOR must have a business office and/or storage facility located within the CITY, or within a one and half mile radius of the CITY'S boundaries. A secondary business and storage facility, whether within the CITY limits or not, does not qualify the OPERATOR for an additional position on the LIST.

#### Section 5. TOW TRUCK Classifications.

- A. An OPERATOR shall equip and maintain TOW TRUCKS covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations and the specifications



contained in this Agreement, and consistent with industry standards and practices.

1. Notwithstanding CVC Section 615, all TOW TRUCKS shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of the Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary TOW TRUCK for the LIST.
  2. An OPERATOR who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.
- B. A violation of the Gross Vehicle Weight Rating ("GVWR") and safe loading requirements of a TOW TRUCK shall be cause for immediate suspension. This includes exceeding the TOW TRUCK'S GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the TOW TRUCK'S unladen weight on the front axle when lifting / carrying a load.
- C. There will be four classes of TOW TRUCKs covered under this Agreement.
1. Class A - Light Duty
    - a. An OPERATOR shall maintain a minimum of one TOW TRUCK with a manufacturer's GVWR of at least 10,000. Class A equipment specifications can be found in Attachment A of this Agreement.
      - 1) The CITY may require more than one (1) truck in areas where rapid response for congestion relief is required.
      - 2) A "trailer for hire" shall not be approved for listing as a Class A TOW TRUCK.
      - 3) Tow companies whose equipment had previously been approved, but who do not have wheel lift capabilities, may apply for and receive a Class A Tow Rotation Listing. However, equipment purchased on or after July 1, 2000, shall not be approved unless the equipment brings the OPERATOR into compliance with the minimum requirements.
  2. Class B - Medium Duty
    - a. An OPERATOR shall maintain at least one TOW TRUCK with a

manufacturer's GVWR of at least 19,501 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- 1) The CITY may require more than one (1) truck in areas where rapid response for congestion relief is required.

3. Class C - Heavy Duty

- a. An OPERATOR shall maintain at least one three-axle TOW TRUCK with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
- b. The CITY may require more than one (1) truck in areas where rapid response for congestion relief is required.

4. Class D - Super Heavy Duty

- a. An OPERATOR shall maintain at least one three-axle TOW TRUCK with a manufacturer's GVWR of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
- b. The CITY may require more than one (1) truck in areas where rapid response for congestion relief is required.

5. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Attachment B of this Agreement.

- D. The OPERATOR shall only use those TOW TRUCKS approved by the CITY to be part of the PROGRAM.

Section 6. Tow Drivers.

- A. The OPERATOR shall ensure that TOW TRUCK drivers responding to calls initiated by the CITY are qualified and competent employees of the OPERATOR. The OPERATOR shall ensure that the TOW TRUCK drivers are trained and proficient in the use of the TOW TRUCK and related equipment, including, but not limited to, the procedures necessary for the safe towing and

recovery of the various types of vehicles serviced through the PROGRAM. TOW TRUCK drivers shall be at least 18 years old and possess the following minimum Class Driver's License:

1. Class A TOW TRUCK - A valid Class C License, or a valid Class A License with valid Medical Certificate.
  2. Class B TOW TRUCK - A valid Class C License for non-regulated vehicles, or a valid Class A License with valid Medical Certificate for regulated vehicles pursuant to CVC Section 34500.
  3. Class C TOW TRUCK - A valid Class A License with valid Medical Certificate.
  4. Class D TOW TRUCK - A valid Class A License with valid Medical Certificate.
- B. The Class A Licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes (Refer to Attachment A).
- C. The OPERATOR shall maintain a current list of drivers.
1. The OPERATOR shall provide a current list of his/her drivers to the CITY. The OPERATOR shall notify the CITY upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the CITY within seven (7) calendar days of any change in driver status.
  2. OPERATORS, shall at a minimum, maintain the following information for each employee (Form CHP 234F may be used to provide the information):
    - a. Full Name.
    - b. Date of Birth.
    - c. California Driver License Number.
    - d. Copy of valid Medical Certificate, if applicable.
    - e. Job Title / Description.
    - f. Current Home Address.
    - g. Current Home Telephone Number.



- h. Type(s) of truck(s) driver has been trained and instructed to operate.
- D. All TOW TRUCK drivers and the OPERATOR shall be enrolled in the Pull Notice Program.
  - 1. Upon the addition of new drivers, an OPERATOR will be granted a maximum of 30 days to enroll in the Pull Notice Program.
  - 2. Pull Notices shall be kept on file, signed, and dated by the OPERATOR.
  - 3. The CITY may require an OPERATOR to provide copies of Pull Notice Reports to the CITY from time-to-time.

Section 7. Rates.

- A. Fees charged for response calls originating from the CITY's Code Compliance Division or for calls originating from the San Bernardino County Sheriff, on behalf of the HIGHLAND POLICE DEPARTMENT, shall not exceed the rates set forth in Attachment B.
- B. The rate for towing shall be from PORTAL to PORTAL and may be at a one hour minimum. Charges in excess of one hour may be charged in fifteen (15) minute increments. There shall be no additional charges for mileage, labor, etc. and/or for an OPERATOR'S time to release a vehicle when the storage facility is not at the same location and the request for the vehicle's release is made within typical business hours and days. In addition, if the HIGHLAND POLICE DEPARTMENT requests a tow from a storage facility to the Special Investigation Division (SID) of the Sheriff's Department, there shall be no additional charges to the CITY or owner of the vehicle. Secondary towing requested by the customer may be negotiated by the OPERATOR in accordance with the OPERATOR'S private business practices.
  - 1. The OPERATOR may charge up to a one-hour minimum per call on PUBLIC SAFETY RESPONSE calls.
  - 2. The OPERATOR shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- C. Rates for service calls (out of gas, lockouts, etc.) shall be from PORTAL TO PORTAL, and may be at the hourly rate with a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in fifteen (15) minute increments.
- D. Fees for Special Operations.

1. For special operations involving Class B, C, and D TOW TRUCKS such as vehicle recovery operations and LOAD SALVAGE OPERATIONS, the fees shall not exceed the rates set forth in Attachment B. Charges in excess of thirty-minutes may be charged in fifteen (15) minute increments.
  2. OPERATOR shall submit a mark-up rate (percentage of the cost to the OPERATOR) for retail equipment and specialized labor not otherwise listed on Attachment B.
  3. If OPERATOR performs a service for which a required rate was not submitted to, and approved by, the CITY, the OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the OPERATOR may only charge for the actual rate paid for the labor.
- E. The total fees charged for after-hours release shall be no more than one-half (1/2) the hourly rate, and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours.
- F. Storage Fees.
1. Storage fees, for inside and outside storage, shall not exceed the rates set forth in Attachment B.
  2. The OPERATOR shall display in plain view at all cashier's stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximums storage rate.
  3. Vehicles stored 24 hours or less shall be charged no more than one day storage. Each day thereafter shall be calculated by calendar day.
- G. This Section of the Agreement shall not apply if the OPERATOR responds to a CITY/HIGHLAND POLICE DEPARTMENT call in a location where towing rates.
- H. The schedule of rates charged by the OPERATOR shall be made available upon demand to person(s) for whom the tow services were provided or his/her agent, or any CITY'S representative.
- I. The Rate Schedule included in Attachment B represents the maximums an OPERATOR may charge on a CITY/HIGHLAND POLICE DEPARTMENT call. An OPERATOR is not precluded from charging less when deemed appropriate by the OPERATOR. These requirements shall not be construed as requiring a charge when an OPERATOR would not normally charge for such service.



1. No OPERATOR or employee shall refer to any rate as the minimum required or set by the CITY.

Section 8. Response to Calls.

- A. The OPERATOR shall respond to CITY/HIGHLAND POLICE DEPARTMENT calls 24 hours a day, seven days a week, within the MAXIMUM RESPONSE TIME. The OPERATOR shall advise CITY/HIGHLAND POLICE DEPARTMENT, at the time of the notification, if they are either unable to respond or unable to meet the MAXIMUM RESPONSE TIME. If, after accepting the call, the OPERATOR is unable to respond or will be delayed in responding, the OPERATOR shall immediately notify the CITY/HIGHLAND POLICE DEPARTMENT. The OPERATOR shall not assign initial calls to other OPERATORS.
  1. Failure(s) to respond and/or failure(s) to meet the MAXIMUM RESPONSE TIME requirements shall constitute failure to comply with the terms and conditions of this Agreement.
    - a. The CITY may take immediate disciplinary action for any flagrant violation of the requirement to respond within the MAXIMUM RESPONSE TIME.
    - b. When an OPERATOR will be temporarily unavailable to provide services due to a preplanned / scheduled activity, e.g. vacation, maintenance, medical leave, etc., the OPERATOR shall notify the CITY at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.
- B. The OPERATOR, or his/her employee(s) responding to a CITY/HIGHLAND POLICE DEPARTMENT call, shall perform the towing or service required for which he/she was called. This requirement may be waived by the CITY/HIGHLAND POLICE DEPARTMENT, if the requested equipment is inadequate for the service to be performed.
  1. Any refusal to respond or to perform the required towing or service will subject the OPERATOR to SUSPENSION, if deemed appropriate by the CITY.
- C. An OPERATOR shall not respond to a CITY/HIGHLAND POLICE DEPARTMENT call assigned to another OPERATOR, unless requested to do so by the CITY/HIGHLAND POLICE DEPARTMENT.
  1. There may be times when the OPERATOR assigned the initial CITY/HIGHLAND POLICE DEPARTMENT call may require the

assistance of an additional OPERATOR at the scene. The OPERATOR assigned the initial call may, subject to prior agreement with the CITY/HIGHLAND POLICE DEPARTMENT, and with the concurrence of the CITY/HIGHLAND POLICE DEPARTMENT, request a specific OPERATOR to assist him/her. The request shall be routed to the additional OPERATOR through the CITY/HIGHLAND POLICE DEPARTMENT.

2. There may be times when an OPERATOR, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a HIGHLAND POLICE DEPARTMENT officer requests his/her assistance in clearing the roadway. In such a case, the OPERATOR may be requested to move the vehicle to a safe location, as directed by the HIGHLAND POLICE DEPARTMENT officer and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the OPERATOR'S place in the rotation on the LIST.
- D. Only the TOW TRUCK personnel and equipment requested shall respond to a CITY/HIGHLAND POLICE DEPARTMENT call. Additional TOW TRUCK personnel and equipment shall be at the approval of the CITY/HIGHLAND POLICE DEPARTMENT. This shall not preclude the OPERATOR from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

#### Section 9. Storage Facility.

- A. The OPERATOR shall provide adequate security of vehicles and property at the place of storage. At a minimum, a fenced or enclosed area shall be provided. The OPERATOR is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- B. If an OPERATOR has a storage facility within the CITY, the storage facility shall be in compliance with all Zoning and Development Regulations in effect at the time this Agreement is executed. In addition to current Zoning and Development Regulations for such a use, OPERATOR shall comply with the following:
  1. Vehicle storage area shall be improved with an impervious material such as Portland Concrete Cement (PCC) or Asphaltic Concrete (AC) or other surface as approved by the CITY'S Planning Division. Bare soil is not permitted.
  2. All non-conforming signs shall be removed.
  3. The storage lot shall be fenced and screened from view. The screening



material can be either landscaping (i.e. vines, bushes) or fencing material (i.e. slats), or combination thereof.

4. Security lighting shall be provided in the storage lot area.
- C. If the Community Development Director determines that the Storage Facility does not comply with the CITY'S Zoning and Development Regulations and the conditions set forth in this Section 9, the CITY's Community Development Director, at his or her discretion, can seek to TERMINATE or SUSPEND the Agreement.
- D. The OPERATOR shall notify the CITY/HIGHLAND POLICE DEPARTMENT in writing, prior to the removal of property from a stored vehicle and will provide a receipt, with a copy placed in the stored vehicle. The requirement to notify the CITY/HIGHLAND POLICE DEPARTMENT prior to the removal of property may be waived by the CITY/HIGHLAND POLICE DEPARTMENT if determined that proper safeguards and procedures are utilized by the OPERATOR.
1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
  2. The OPERATOR shall release personal property from the vehicle at the request of the vehicle owner or his/her agent. If such a release is made, the OPERATOR shall notify the CITY/HIGHLAND POLICE DEPARTMENT in writing.
    - a. Personal property is considered to be items which are not affixed to the vehicle.
      - 1) Personal property includes: papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools, etc.
      - 2) Personal property from a stored vehicle shall be released upon request of the vehicle owner or agent.
  3. Cargo shall be released upon demand of the carrier or pursuant to a court order.
- E. The primary storage facility shall normally be at the same location as the business address and shall not be located greater than one and one-half (1.5) miles from CITY limits. If the OPERATOR utilizes a second storage facility, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and personal property shall be released at the primary storage facility upon request of the owner or a person having a legal entitlement to the vehicle. There shall be no additional charge for transporting

an impounded and/or stored vehicle from the OPERATOR'S secondary storage facility to the primary storage facility if requested to do so by the CITY/HIGHLAND POLICE DEPARTMENT or the owner of the vehicle or his/her authorized representative. Prior to the utilization of new storage facilities not listed on the Application for Rotation Tow Listing, the OPERATOR shall obtain the CITY'S approval and furnish the address.

1. Secondary storage facilities shall be located reasonably close (as determined by the CITY'S Community Development Director and the HIGHLAND POLICE DEPARTMENT) to the main business office and approved by the CITY. Any changes to the location of the secondary storage facility without written approval by the CITY shall be prohibited and subject to Disciplinary Action as set forth in Section 18.
- F. OPERATOR shall maintain sufficient storage spaces.
- G. An OPERATOR'S place of business and storage facility, if separate from the place of business, shall have a sign that clearly identifies it to the public as a towing service. The sign shall also identify where a customer can file a complaint with the CITY regarding the Program. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.
- H. For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, and shall be manned during said business hours, except for the following holidays:
1. New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
  2. Business hours shall be posted in plain view to the public at both the place of business and/or storage facility.
- I. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles / property.
- J. The release of vehicles shall be conducted in accordance with local HIGHLAND POLICE DEPARTMENT procedures.

#### Section 10. Insurance.

The OPERATOR shall maintain the following minimum levels of insurance from an insurance carrier admitted in California:

A. Minimum Scope of Insurance:

1. Insurance Services Office Commercial General Liability coverage

(Occurrence for CG 0001).

2. Insurance Services Office Form Number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.

B. Minimum Limits of Insurance:

1. Commercial Business Automobile Liability: \$1,000,000 per accident for bodily injury and property damage with a combined single limit for Class A TOW TRUCKS. The combined single limits for Class B, C, and D TOW TRUCKS shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
2. Employers Liability: \$1,000,000 per accident for bodily injury or disease.
3. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the TOW TRUCK.
  - a. Class A TOW TRUCK \$ 75,000
  - b. Class B TOW TRUCK \$100,000
  - c. Class C TOW TRUCK \$200,000
  - d. Class D TOW TRUCK \$250,000
4. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
5. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the OPERATOR in the storage yard.
6. Uninsured Motorist: Legal minimum, combined single limit.
7. In no case shall the required insurance coverage have a deductible greater than \$1,000.

C. Deductibles and Self-Insured Retention:



Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions:

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers are to be covered as insured with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the OPERATOR; and with respect to liability arising out of work or operations performed by or on behalf of the OPERATOR under the Agreement including materials, parts or equipment furnished in connection with such work or operation. General liability coverage can be provided in the form of an endorsement the OPERATOR'S insurance, or as a separated owner's policy.
2. For any claims related to this AGREEMENT, the OPERATOR'S insurance coverage shall be primary insurance as respects the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY or the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers shall be excess of the OPERATOR'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the OPERATOR, except after thirty (30) days' prior written notice by certified mail, returned receipt requested, has been given to the CITY.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, official, agents, employees or volunteers.

E. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage:

OPERATOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section. The endorsements should be on forms provided by the CITY or on other forms or policies that are approved by the CITY and amended to conform to the CITY'S requirements. All certificates and endorsements are to be received and approved by the CITY before service commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Section 11. Inspections.

- A. The HIGHLAND POLICE DEPARTMENT may conduct annual inspections of all TOW TRUCKS, at no charge to the OPERATOR and without notice during normal business hours.

The OPERATOR shall not dispatch a TOW TRUCK in response to a HIGHLAND POLICE DEPARTMENT or CITY Code Compliance Division call that has been found in violation of the terms and conditions of this Agreement. The HIGHLAND POLICE DEPARTMENT shall inspect a TOW TRUCK within thirty (30) calendar days of a request from an OPERATOR.

1. Any OPERATOR who fails an inspection is entitled to only one re-inspection. Failure to pass the re-inspection shall be cause for the disqualification of the TOW TRUCK from use on the LIST. The TOW TRUCK shall be disqualified until the next enrollment period.

Section 12. Business Records.

- A. The OPERATOR shall maintain records, at his/her place of business, of tow services furnished.
1. Invoices shall at a minimum include a description of vehicle(s), nature of service, start time, end time, location of call, and itemized costs of towing and storage.
  2. Records for each call shall indicate the TOW TRUCK driver's name and truck used.
- B. The OPERATOR shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-HIGHLAND POLICE DEPARTMENT tows.



- C. The HIGHLAND POLICE DEPARTMENT may inspect all OPERATOR'S records without notice during normal business hours.
- D. OPERATOR shall permit the HIGHLAND POLICE DEPARTMENT to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
  - 1. The HIGHLAND POLICE DEPARTMENT shall provide a receipt for any original records removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.
- F. Failure of the OPERATOR to comply with the inspection requirements shall be cause for SUSPENSION, if deemed appropriate by the HIGHLAND POLICE DEPARTMENT.

Section 13. Financial Interest.

- A. No OPERATOR shall be directly involved in the towing related business of any other OPERATOR. "Directly involved" shall mean anything in common between OPERATORS with regards to any of the following:
  - 1. Business Licenses;
  - 2. Being listed on the same insurance policy;
  - 3. TOW TRUCK or Equipment Ownership, and;
  - 4. Employees and independent contractors.
- B. Storage facilities owned by an OPERATOR, and shared with another OPERATOR, shall only be approved if the OPERATOR charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
  - 1. Storage facilities shared by OPERATORS shall be physically separated and secured from each other. The CITY may waive this requirement if deemed appropriate.
- C. The sale or transfer of the controlling interest (50% or more) in an OPERATOR shall immediately terminate an Agreement. The new owner(s) may apply to be a part of the LIST at any time during the remainder of the current Agreement term, regardless of the ENROLLMENT PERIOD.
- D. A terminated or suspended OPERATOR and the tow business he/she owned at



the time of his/her SUSPENSION or TERMINATION shall not be eligible to be on the LIST for the duration of the SUSPENSION or TERMINATION.

1. This provision applies to the OPERATOR working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.
- E. Any violation of this Section is cause for SUSPENSION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

Section 14. Annual Meeting.

- A. The CITY/HIGHLAND POLICE DEPARTMENT may conduct an annual meeting to discuss issues concerning the tow rotation if it is determined that problems have surfaced and/or operational issues may necessitate a change in the administrative procedures. The meeting shall be mandatory for the OPERATOR or his/her designee wishing to remain on rotation. The CITY shall give the OPERATOR thirty days written NOTICE of such a meeting.

Section 15. Demeanor and Conduct.

- A. While involved in the PROGRAM, the OPERATOR and/or his/her employee(s) **shall conduct themselves in a manner which places the highest priority on providing exceptional customer service for the CITY and shall refrain from any act(s) of misconduct, to include, but not be limited to, any of the following:**
1. Rude or discourteous behavior.
  2. Lack of service, selective service, or refusal to provide service which the OPERATOR is/should be capable of performing.
  3. Any act of sexual harassment or sexual impropriety.
  4. Unsafe driving practices.
  5. Exhibiting any objective symptoms of alcohol and/or drug use.
  6. Appearing at the scene of a CITY rotation tow call with the odor of an alcoholic beverage emitting from his/her breath.
    - a. The OPERATOR / TOW TRUCK driver shall submit to a preliminary alcohol screening test upon demand of the HIGHLAND POLICE DEPARTMENT.
- B. All CITY related tow service complaints received by the CITY against the

OPERATOR or his/her employee(s) will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the CITY may initiate disciplinary action as deemed appropriate. In any event, the OPERATOR will be notified of the results of any investigation.

- C. Should the filing of criminal charges be a possibility, the CITY/HIGHLAND POLICE DEPARTMENT will conduct the investigation to conclusion or assist the lead investigating agency, and, if warranted, request prosecution.
- D. Any violation of Subsection A above is cause for SUSPENSION or TERMINATION, if deemed appropriate by the CITY.

Section 16. Compliance with Law.

- A. The OPERATOR and his/her employee(s), shall at all times, comply with Federal, State, and Local Laws and Ordinances applicable to the OPERATOR (Refer to Attachment A). The OPERATOR shall keep itself apprised of all laws pertaining to the tow industry including, but not limited to, the requirements set forth in the California Vehicle Code and California Civil Code.
  - 1. In the event of a minor traffic violation(s) by the TOW TRUCK driver(s) which is/are known by the CITY, the OPERATOR shall be advised of the violation(s) by the CITY. The OPERATOR will be granted the opportunity to take necessary steps to ensure that his/her driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) may be cause for disciplinary action against the OPERATOR and/or the involved employee(s).
  - 2. Any traffic violation(s) may, at the discretion of the CITY, be cause for immediate disciplinary action against the OPERATOR and/or the involved employee(s).
- B. The provisions contained in this Section, Compliance with Law, do not preclude the CITY from taking appropriate enforcement or administrative action for any violations of law.
- C. Any conviction of the OPERATOR involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CITY/HIGHLAND POLICE DEPARTMENT rotation tow call, or moral turpitude shall be cause for TERMINATION of the Agreement.
- D. Any conviction of an employee involving a stolen or embezzled vehicle, fraud



related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CITY /HIGHLAND POLICE DEPARTMENT rotation tow call, or moral turpitude may be cause for the removal of OPERATOR from the LIST.

- E. If an OPERATOR, or employee, is arrested/charged for a violation involving any of the above crimes, the OPERATOR may be SUSPENDED until the case is adjudicated.
- F. The OPERATOR shall strictly comply with all Federal, State and Local laws and Regulations, including, but not limited to the Immigration Reform and Control Act of 1986, codified at 8 U.S.C. §§ 1324a and 1324b (the "IRCA"), which require and ensure the hiring and retention of employees who are United States citizens, permanent residents and/or who are otherwise authorized by law to work in the United States of America, and, as required by the IRCA, shall affirmatively verify the identity and employment authorization of every employee as a condition of employment or continued employment. The OPERATOR shall further include this requirement in any subcontract made pursuant to this Agreement.

#### Section 17. Compliance with Agreement.

- A. The OPERATOR agrees, as a condition of inclusion on the LIST, to comply with the terms and conditions of this Agreement. Furthermore, the OPERATOR agrees that failure by the OPERATOR or the OPERATOR's agents, employees, or independent contractors, to comply with these terms and conditions shall be cause for WRITTEN REPRIMAND, SUSPENSION or TERMINATION by the CITY. Alleged violations of the Agreement will be investigated by the CITY/HIGHLAND POLICE DEPARTMENT. The OPERATOR will be notified of the CITY/HIGHLAND POLICE DEPARTMENT'S findings within thirty (30) days of the initiation of the investigation.

#### Section 18. Disciplinary Action.

- A. The CITY shall take disciplinary action against OPERATOR for violations investigated and confirmed or sustained.
  - 1. The CITY shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.
- B. Records of violations shall be retained by the CITY for at least thirty-six (36) months.
- C. A violation of the equipment requirements related to safety shall be cause for immediate SUSPENSION. The period of the SUSPENSION shall be determined

by the CITY/HIGHLAND POLICE DEPARTMENT. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the HIGHLAND POLICE DEPARTMENT has conducted an inspection and found that the OPERATOR is in compliance.

- D. A violation of the GVWR and safe loading requirements of a TOW TRUCK shall be cause for immediate SUSPENSION. This includes exceeding the TOW TRUCK's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the TOW TRUCK'S unladen weight on the front axle when lifting/carrying a load.
- E. A violation of overcharging shall be cause for SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof to the CITY that reimbursement has been made to the aggrieved customer(s).
- F. A violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be cause for SUSPENSION. The period of the SUSPENSION shall be determined by the CITY/HIGHLAND POLICE DEPARTMENT. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof of compliance with the BIT requirements.
  - 1. Any unsatisfactory rating shall be cause for SUSPENSION.
- G. Failure of the OPERATOR to satisfy a court mandated reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in his/her custody will result in a SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of suspension is completed and the OPERATOR has presented proof of the reimbursement.
- H. Failure of the OPERATOR to comply with the inspection requirements of this Agreement will result in a SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has complied with the inspection requirement.
- I. Failure of the OPERATOR to maintain the minimum insurance requirements set forth in the Agreement is a major violation of the Agreement and will result in TERMINATION of the Agreement.
- J. Failure of the OPERATOR or employee to comply with Section 15, Demeanor and Conduct, and/or Section 16, Compliance with Law, of this Agreement, may be cause for SUSPENSION if deemed appropriate by the CITY.



1. Minor traffic violations may be considered as minor violations of the Agreement.
  2. A TOW TRUCK driver, not under the immediate observation of the OPERATOR, while on-duty and driving a TOW TRUCK, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to SUSPENSION from participating as a TOW TRUCK driver under the provisions of this Agreement. The length of SUSPENSION will be at the CITY'S discretion.
- K. If the OPERATOR is serving a SUSPENSION for one year or more, he/she shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. There will be no approval of equipment that is not in compliance with the equipment specifications contained in the Agreement at the time of the reinstatement.
- L. Major Violations. Violations of the terms and conditions of the Agreement that are subject to SUSPENSION for the first violation are categorized as major violations. Any subsequent or continuing major violations may be cause for TERMINATION.
1. TERMINATION shall be invoked if, in the CITY'S judgment, continued participation in the PROGRAM by the affected OPERATOR may result in a hazard to public safety and/or welfare, or the OPERATOR has been convicted of a crime listed in Section 16 of this Agreement.
  2. In lieu of TERMINATION, the CITY may impose additional SUSPENSIONS for longer periods, if deemed appropriate.
- M. Minor Violations. Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:
1. 1st Violation in 12 months - letter of written reprimand.
  2. 2nd Violation in 12 months - 30 day SUSPENSION.
  3. 3rd Violation in 12 months - 60 to 90 day SUSPENSION.
  4. 4th Violation in 12 months - TERMINATION of the Agreement.
    - a. In lieu of a TERMINATION, the CITY may impose additional SUSPENSIONS for longer periods, if deemed appropriate.
- N. Nothing herein shall be deemed to prohibit the CITY from immediately

suspending any OPERATOR whose conduct, or that of his/her employee(s), in the discretion of the CITY, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the Agreement.

Section 19. Written Reprimand/Suspension/Termination/Appeals.

- A. In the event that the CITY serves the OPERATOR with a WRITTEN REPRIMAND, the OPERATOR may request a meeting with the Community Development Director and Captain of the HIGHLAND POLICE DEPARTMENT to discuss corrective actions. If the CITY and HIGHLAND POLICE DEPARTMENT determine that the OPERATOR is unable to satisfactorily address the issue(s) outlined in the WRITTEN REPRIMAND in a timely manner, CITY shall provide a notice of SUSPENSION or TERMINATION. In the event the OPERATOR, or any of the OPERATOR'S employees, has caused a major violation of the Agreement or has violated any of the provisions of the Agreement that allow for immediate SUSPENSION or TERMINATION, the CITY may immediately serve the OPERATOR with a notice of SUSPENSION or TERMINATION.
- B. The OPERATOR may appeal any NOTICE of SUSPENSION or TERMINATION, by submitting a request in writing to the City Clerk of the CITY within seven (7) calendar days of the date of the NOTICE of SUSPENSION or TERMINATION. If an appeal is requested, it shall be held within thirty days of accepting the CITY accepting the request. The appeal shall be conducted by the Highland City Council. The OPERATOR shall be entitled to present all relevant facts and circumstances in support of his or her position. The OPERATOR shall be further entitled to present testimony of at least one representative of a TOW TRUCK association or other qualified person. The OPERATOR shall be notified, in writing, of the decision of the City Council within ten (10) business days of the date the decision is rendered. The City Council's decision shall be final.
- C. A SUSPENSION or TERMINATION shall not take effect until the hearing and appeal process has been exhausted, with the exception of OPERATORS whose conduct is deemed to be a danger to the motoring public, is a major violation of the Agreement, or whose conduct grossly violates the terms and conditions of the Agreement. If an OPERATOR fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the CITY shall be final.

Section 20. Midterm Review of the Terms and Conditions of the Agreement.

- A. The purpose of this Section is to provide a process for a midterm review of the terms and conditions of the Agreement in the event that there is a legitimate and substantial change in conditions or law affecting the OPERATORS. Examples of conditions may include, but not be limited to:



1. Substantial increase or decrease in business expenses.
2. Advances in technology in the industry related to safety issues.
3. Changes in law requiring the CITY or the OPERATORS to perform specific functions or operations in order to comply.
4. Proposed changes to the terms and conditions agreed upon by the CITY and the OPERATORS at the time that the Agreement was signed (e.g. response times).

Section 21. Advertising.

- A. The OPERATOR shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the CITY or the Department of Motor Vehicles.
1. Examples include "Official CITY Tow", "Approved by the CITY", "CITY Rotation Tow", etc.
  2. This will not preclude the CITY from implementing a system to mark and identify particular TOW TRUCKS as having passed the CITY'S inspection or as being assigned to specific TOW DISTRICTS within the CITY.
- B. Any violation of this Section is cause for SUSPENSION. At a minimum, the SUSPENSION should be for the duration of the advertisement.

Section 22. Cancellation.

This Agreement may be canceled by either party without prejudice by giving thirty (30) days written notice to the other party.

Section 23. Performance Period.

This Agreement shall begin on the date first written above and terminate on December 31, 2023. At the end of the Agreement period, CITY may establish an open enrollment period.

Section 24. Indemnification, Defense and Hold Harmless.

- A. The OPERATOR shall indemnify, defend and hold harmless the CITY, and HIGHLAND POLICE DEPARTMENT, and its officer, officials, employees, agents and volunteers from any against any and all liability, loss, damage, expense, costs (including without limitations, costs and fees of litigation), claims, of every nature arising out of or in connection with this Agreement, the OPERATOR (or any of its agents, employees or independent contractors) negligent performance

of services hereunder, or the OPERATOR'S (or any of its agents, employees or independent contractors) failure to comply with any of its obligations contained in the Agreement or Attachments thereto, except such loss or damage which was caused by the sole negligence or willful misconduct of CITY or HIGHLAND POLICE DEPARTMENT.

Section 25. Independent Contractor.

- A. The OPERATOR is, and shall be, acting at all times in the performance of this Agreement an independent contractor, and not an officer or employee or agent of the CITY/HIGHLAND POLICE DEPARTMENT. OPERATOR shall secure at its own expense, and be responsible for any and all payments of all taxes, social security, State disability insurance compensation, unemployment compensation and other payroll deductions for OPERATOR and its officers, agents and employees and all business licenses in connection with services to be performed hereunder.

Section 26. Termination of Agreement.

- A. All services required hereunder, by OPERATOR, its employees and agents shall be performed in accordance with the rules and regulations contained herein and all Federal, State and Local Laws, regulations and procedures, as well as with generally accepted standards for performing similar services. CITY has relied upon OPERATOR'S representation of skill and expertise as an inducement for entering into this Agreement. In the event of default in performance or failure to meet all rules and regulations or any provision of this Agreement, this Agreement may be immediately terminated by either party by written notice to the other and the OPERATOR may be removed from the rotational list. The CITY/HIGHLAND POLICE DEPARTMENT may also terminate this Agreement without cause, if it elects to temporarily or permanently abandon this Program. Upon notification by CITY all services will cease immediately except as specifically authorized in writing by the CITY.
- B. Any TERMINATION of this Agreement by CITY shall be made in writing through the City Manager. Notice shall be delivered to OPERATOR as provided in Section 28 herein.

Section 27. Assignment of Agreement.

This Agreement shall not be delegated or assigned by OPERATOR to any other person or entity without the prior written consent of CITY.

Section 28. Notices.

All notices, requests, demands or other communications required to be given in writing under this Agreement shall be deemed to have been given, if delivered in person, or

when received if mailed by Certified Mail with Return Receipt Requested, or otherwise actually delivered.

Notice to CITY shall be sent to both:

City of Highland  
27215 Base Line  
Highland, CA 92346  
Attention: City Manager  
(909) 864-6861

AND

City of Highland Police Dept  
27215 East Base Line  
Highland, CA 92346  
Attention: Chief of Police  
(909) 425-9793

Notice to OPERATOR shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_, Owner  
(\_\_\_\_) \_\_\_\_\_

Section 29. Entirety.

The foregoing Agreement, including Attachments A and B hereto, constitute the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to amend it.

Section 30. Severability.

The City Council hereby declares the it would have approved this Agreement , and each Section, subsection, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions thereof be declared invalid or unconstitutional. If for any reason any portion of this Agreement shall be declared invalid or unconstitutional, then all other provisions hereof shall remain valid and enforceable.

Section 31. Execution.

This Agreement may be executed in several counterparts each of which shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY OF HIGHLAND

OPERATOR



By: \_\_\_\_\_  
Penny Lilburn, Mayor

By: \_\_\_\_\_  
Owner/ Representative Signature

\_\_\_\_\_  
Print Name

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Maricela Marroquin, City Attorney

By: \_\_\_\_\_  
Betty Hughes, City Clerk

#### ATTACHMENT A

#### I. GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

##### A. TOW TRUCK and Car Carrier Classifications

1. TOW TRUCK and car carrier classifications are based on the truck chassis manufacturer's Gross Vehicle Weight Rating (GVWR), and the classification system used by the American Trucking Association and truck manufacturers.
  - a. Class 3 - 10,000 – 14,000 pounds GVWR
  - b. Class 4 - 14,001 – 16,000 pounds GVWR
  - c. Class 5 - 16,001 – 19,500 pounds GVWR
  - d. Class 6 - 19,501 – 26,000 pounds GVWR
  - e. Class 7 - 26,001 – 33,000 pounds GVWR
  - f. Class 5 - 33,001 or more GVWR

##### B. Equipment Limitations

1. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

##### C. Towing Limitations

1. The criteria to determine the safe towing limits for a truck are:
  - a. The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR, RAWR).
  - b. The truck must meet all applicable State and/or Federal Standards.
  - c. For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

D. Identification Labels

1. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

E. Recovery Equipment Rating

1. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
  - a. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
  - b. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.
  - c. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the Original Equipment Manufacturer (OEM) for the equipment.

F. Safety Chains

1. Safety chains shall be rated at no less than the rating specified by



the OEM.

G. Control / Safety Labels

1. All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

II. TOW TRUCK Classifications and Equipment Specifications

A. Class A TOW TRUCK

1. Equipment Specifications

- a. 10,000 – 19,500 pounds GVWR Chassis
- b. 4-ton recovery equipment rating
- c. Hydraulic or mechanical winch(es)
- d. 100 feet 3/8" X 19 cable or Original Equipment Manufacturer's (OEM) Specifications
- e. Tow chains, 5/16" alloy or OEM Specifications, J/T Hook assembly
- f. Safety chains, 5/16" alloy or OEM Specifications
- g. Tow sling rating 3,000 pounds
- h. Wheel lift safety straps
- i. Tow dolly
- j. One 3-ton snatch block
- k. Wheel lift rating
  - retracted 3,000 pounds
  - 95" extension 3,000 pounds

2. Class A Car Carrier – One Car

a. Equipment Specifications

- 1) 10,000 – 19,500 pounds GVWR Chassis
- 2) Hydraulic or mechanical winch
- 3) 50 feet 3/8" 6 X 9 cable or OEM Specifications

- 4) J/T Hook loading bridle / chains
    - 5) Safety chains, 5/16" alloy or OEM Specifications; two pairs of safety chains for the vehicle being transported
  - 3. Class A Car Carrier – Two Cars
    - a. Equipment Specifications
      - 1) 16,001 – 19,500 pounds GVWR Chassis
      - 2) Hydraulic or mechanical winch
      - 3) 50 feet 3/8" 6 X 19 cable or OEM Specifications
      - 4) J/T Hook loading bridle / chains
      - 5) Safety chains 5/16" alloy or OEM Specifications, two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed
- B. Class B TOW TRUCK
  - 1. Equipment Specifications
    - a. 19,501 – 33,000 pounds GVWR Chassis
    - b. Air brakes or hydraulic w/air hookup package
    - c. 14 ton recovery equipment rating
    - d. Hydraulic or mechanical winch(es)
    - e. 150 feet 7/16" 6 X 19 cable or OEM Specifications
    - f. Tow chains, 1/2" alloy or OEM Specifications
    - g. Safety chains, 1/2" alloy or OEM Specifications
    - h. Tow sling rating 7,000 pounds
    - i. Two 8-ton snatch blocks
    - j. Wheel lift safety straps
    - k. Wheel lift or Under lift rating retracted 10,000 pounds

2. Class B Car Carrier

a. Equipment Specifications

- 1) 19,501 pounds or more GVWR Chassis
- 2) Hydraulic or mechanical winch
- 3) 50 feet 3/8" 6 X 19 cable or OEM Specifications
- 4) J/T Hook loading bridle / chains
- 5) Safety chains 5/16" alloy or OEM Specifications, two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed

C. Class C TOW TRUCK

1. Equipment Specifications

- a. 33,000 – 50,000 pounds GVWR Chassis, 200" wheelbase
- b. 200" wheelbase with truck hitch
- c. 240" wheelbase with under-lift
- d. Air brakes w/air hookup package
- e. 25 ton recovery equipment rating
- f. Hydraulic or mechanical winch(es)
- g. 200 feet 5/8" 6 X 19 cable or OEM Specifications
- h. Tow chains, 5/8" alloy or OEM Specifications
- i. Safety chains, 5/8" alloy or OEM Specifications
- j. Tow sling rating 12,000 pounds
- k. Two 12-ton snatch blocks
- l. Under lift rating
  - retracted 25,000 pounds
  - 100" extension\*\* 12,000 pounds

D. Class D TOW TRUCK

1. Equipment Specifications

- a. 50,000 pounds GVWR Chassis, 300" wheelbase
  - b. 240" wheelbase with truck hitch
  - c. A minimum of 270" wheelbase with under-lift
  - d. Air brakes w/air hookup package
  - e. 30 ton recovery equipment rating
  - f. Hydraulic or mechanical winch(es)
  - g. 250 feet  $\frac{3}{4}$ " 6 X 19 cable or OEM Specifications
  - h. Tow chains, 5/8" alloy or OEM Specifications
  - i. Safety chains, 5/8" alloy or OEM Specifications
  - j. Tow sling rating 20,000 pounds
  - k. Two 12-ton snatch blocks
  - 1. Under lift rating
    - retracted 32,000 pounds
    - 100" extension\*\* 16,000 pounds
- \* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar.
- \*\* Measured from the center line of the rear axle to the center of the lift forks.

III. Auxiliary Equipment

A. Class A

- 1. For each type or classification of towing equipment (sling, wheel lift, or carrier), certain types of equipment are required:
  - a. Required Equipment
    - 1) Towing Sling – a J/T Hook tow chain assembly, a 4" X 4" X 48" and a 4" X 6" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains

- 2) Wheel Lift – wheel safety straps, steering wheel clamp, towing dolly, and safety chains
  - 3) Car Carrier – J/T Hook loading bridle, a 4" X 4" X 48" and a 4" X 4" X 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains
  - 4) Extension – Brake and tail lamps
  - 5) Fire Extinguisher
  - 6) Broom
  - 7) Shovel
  - 8) Reflective Triangles
  - 9) Flares
  - 10) Trash can(s) with absorbent
  - 11) One 3-ton rated snatch block
  - 12) Shop to truck radio (C/B excluded)
- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:
- 1) Adequate emergency supply of fuel in an approved container
  - 2) Booster battery or hot box starting system
  - 3) Hydraulic jack capable of handling passenger cars and light trucks
  - 4) Metric and Standard lug wrenches
  - 5) Rubber mallet / hub cap tool
  - 6) Lockout tools
  - 7) Motorcycle straps
  - 8) First Aid Kit

DRAFT



- 9) Tool kit – should include:
- a) Assorted open end wrenches; Standard, ¼” – 7/8” and Metric, 6 – 19 mm
  - b) Assorted screwdrivers; Straight blade and Phillips
  - c) Crescent wrench
  - d) Ball peen hammer
  - e) Pliers
  - f) Battery and terminal cleaning tools
  - g) Point file
  - h) Allen wrench for Deco distributors
  - i) Mechanic’s wire
  - j) Plastic electrical tape / duct tape
  - k) Tire valve core tool
  - l) Miscellaneous fuses
  - m) Small pry bar
  - n) Shop rags
  - o) Flashlight
  - p) Socket Sets; ¼” – 1” and 6 – 19 mm
  - q) Ratchet and extensions
- 10) Sledge hammer
- 11) Bolt cutters
- 12) Crow bar

A. Class B

1. For each type or classification of towing equipment (sling, wheel lift or carrier), certain types of equipment are required:

a. Required Equipment

- 1) Towing Sling – a J/T Hook tow chain assembly, a 4" X 4" X 48" and a 4" X 4" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains
- 2) Wheel Lift – wheel safety straps, steering wheel clamp, towing dolly, and safety chains
- 3) Truck Hitch – tow chain assembly, 4" X 4" X 60" and 6" X 6" X 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains
- 4) Under Lift – an assortment of lift forks / adapters, safety tie down chains and safety chains
- 5) Extension – Brake and tail lamps
- 6) Fire Extinguisher(s)
- 7) Broom
- 8) Shovel
- 9) Reflective Triangles
- 10) Flares
- 11) Trash can(s) with absorbent
- 12) Two 8-ton rated snatch blocks
- 13) Axle covers / caps
- 14) Air hoses and necessary fittings to provide air to the towed vehicle
- 15) Shop to truck radio (C/B excluded)

b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:

- 1) Refer to Class A, Service and Other Equipment (III A, 1.b. above)

C. Classes C and D

1. For each type or classification of towing equipment, certain types of equipment are required:

- a. Required Equipment

- 1) Towing Sling – a tow chain assembly, a 4" X 4" X 60" and a 6" X 6" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains
- 2) Truck Hitch – tow chain assembly, 4" X 4" X 60" and 6" X 6" X 60" wooden crossbeams (necessary), aluminum tow angle(s), and safety chains
- 3) Under Reach – assortment of lift forks / adapters, safety tie down chain(s) and safety chains
- 4) Extension Brake and tail lamps
- 5) Fire Extinguisher(s)
- 6) Broom
- 7) Shovel
- 8) Reflective Triangles
- 9) Flares
- 10) Trash can(s) with absorbent
- 11) Steering wheel clamp
- 12) Two 12-ton rated snatch blocks
- 13) Axle covers / caps
- 14) Air hoses and necessary fitting to provide air to the towed vehicle
- 15) Shop to truck radio (C/B excluded)

- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:

- 1) Refer to Class A, Service and Other Equipment (III A,

1.b. above) for general service equipment requirements.

DRAFT

ATTACHMENT B  
OPERATOR'S Submitted Proposal

DRAFT



## **EXHIBIT 2**

### **Operators' Proposals (CHP Form 234A)**

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**ROTATION TOW LISTING APPLICATION**  
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

**CHP AREA**

C. AREA OF APPLICATION  
SAN BERNARDINO

CHP AREA NUMBER  
860

**BUSINESS**

BUSINESS NAME  
A&G TOWING

CHP AREA NAME  
DIS 2/5 ALL

BUSINESS ADDRESS  
591 E. 9TH STREET SAN BERNARDINO, CA 92410

DAY PHONE NUMBER (INCLUDE AREA CODE)  
(909)384-0250

BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE  
SAME

NIGHT PHONE NUMBER (INCLUDE AREA CODE)  
(909)384-0250

NUMBER OF YEARS IN TOWING BUSINESS  
25

AUTOMOBILE CLUB AFFILIATE(S)

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES

☒ NO

**VEHICLE STORAGE**

PRIMARY STORAGE YARD ADDRESS  
591 E. 9TH STREET SAN BERNARDINO, CA 92410

☒ OWNED ☐ LEASED ☐ RENTED

SECONDARY STORAGE YARD ADDRESS

☐ OWNED ☐ LEASED ☐ RENTED

ADDITIONAL STORAGE YARD ADDRESS

☐ OWNED ☐ LEASED ☐ RENTED

OUTSIDE STORAGE CAPACITY  
300

INSIDE STORAGE CAPACITY  
20

**FINANCIAL INTEREST**

L. OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)

RODNEY SKIDMORE

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☒ NO

IF YES, LIST THE TOW COMPANY(S):

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☒ NO

IF YES, LIST THE OTHER CHP AREA(S):

ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☐ YES ☒ NO

IF YES, LIST THE OTHER CHP AREA(S):

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?

☐ YES ☒ NO

IF YES, LIST THE OTHER TOW COMPANY(S):

**RATES**

|                                 | Class A   | Class B   | Class C   | Class D   |
|---------------------------------|-----------|-----------|-----------|-----------|
| HOURLY RATE                     | \$260/270 | \$290/310 | \$350/370 | \$370/390 |
| INSIDE STORAGE                  | \$72      | \$72      | \$80      |           |
| OUTSIDE STORAGE                 | \$62      | \$67      | \$75      | \$75      |
| LABOR (NONSKILLED)              | \$75      |           |           |           |
| <b>SPECIAL EQUIPMENT (LIST)</b> |           |           |           |           |
| FORKLIFT                        | \$260     |           |           |           |
| RECOVERY                        | \$780     |           |           |           |
|                                 |           |           |           |           |
|                                 |           |           |           |           |
|                                 |           |           |           |           |
|                                 |           |           |           |           |
| RENTAL/SKILLED LABOR MARKUP (%) |           |           |           |           |

**TOW TRUCKS**

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

|                                                                   |                             |
|-------------------------------------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR) | NUMBER OF CLASS A TRUCKS: 4 |
| <input checked="" type="checkbox"/> CLASS B (MINIMUM 33,000 GVWR) | NUMBER OF CLASS B TRUCKS: 2 |
| <input type="checkbox"/> CLASS C (MINIMUM 52,000 GVWR)            | NUMBER OF CLASS C TRUCKS:   |
| <input checked="" type="checkbox"/> CLASS D (MINIMUM 54,000 GVWR) | NUMBER OF CLASS D TRUCKS: 1 |

COMMENTS

**APPLICANT'S CERTIFICATION**

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE

PRINT NAME AND TITLE

DATE

Rodney Skidmore

8/16/21

**TO BE COMPLETED BY CHP****AREA APPROVAL**
☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

**MAXIMUM RESPONSE TIME**

|       | HOURS | CLASS A | CLASS B | CLASS C | CLASS D |
|-------|-------|---------|---------|---------|---------|
| DAY   |       |         |         |         |         |
| NIGHT |       |         |         |         |         |

**AGREEMENT TERM**

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON \_\_\_\_\_  
AND END ON \_\_\_\_\_

**DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)**
☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**ROTATION TOW LISTING APPLICATION**  
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

| CHP AREA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| CHP AREA OF APPLICATION<br><b>HIGHLAND SHERIFF</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CHP AREA NUMBER<br><b>HSO</b>                                   |
| BUSINESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                 |
| BUSINESS NAME<br><b>ARMADA TRANSPORT INC. D.B.A. ARMADA TOWING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CHP AREA NAME<br><b>HIGHLAND SHERIFF</b>                        |
| BUSINESS ADDRESS<br><b>2285 E. 6TH ST. SAN BERNARDINO, CA. 92410</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | DAY PHONE NUMBER (INCLUDE AREA CODE)<br><b>(909) 884-6511</b>   |
| BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE<br><b>SAME AS ABOVE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | NIGHT PHONE NUMBER (INCLUDE AREA CODE)<br><b>(909) 884-6511</b> |
| NUMBER OF YEARS IN TOWING BUSINESS<br><b>23</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | AUTOMOBILE CLUB AFFILIATE(S)<br><b>AAA</b>                      |
| HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?<br><div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> YES</span> <span><input type="checkbox"/> NO</span> </div> |                                                                 |

| VEHICLE STORAGE                                                                 |                                                                                                           |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| PRIMARY STORAGE YARD ADDRESS<br><b>2285 E. 6TH ST. SAN BERNARDINO, CA 92410</b> | <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| SECONDARY STORAGE YARD ADDRESS<br><b>274 N. I ST. SAN BERNARDINO, CA. 92410</b> | <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| ADDITIONAL STORAGE YARD ADDRESS                                                 | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED            |
| OUTSIDE STORAGE CAPACITY<br><b>200</b>                                          | INSIDE STORAGE CAPACITY<br><b>10</b>                                                                      |

| FINANCIAL INTEREST                                                                                                                                                                                                                                          |                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)<br><b>MICHAEL ARMADA 50% / ELIZABETH ARMADA 50%</b>                                                                                                  |                                                                                     |
| DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA?<br><div style="display: flex; justify-content: space-around;"><input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO</div>                           | IF YES, LIST THE TOW COMPANY(S):                                                    |
| DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA?<br><div style="display: flex; justify-content: space-around;"><input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO</div> | IF YES, LIST THE OTHER CHP AREA(S):                                                 |
| ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA?<br><div style="display: flex; justify-content: space-around;"><input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</div>                                | IF YES, LIST THE OTHER CHP AREA(S):<br><b>SBSO, FONTANA SO, RANCHO CUCAMONGA SO</b> |
| DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?<br><div style="display: flex; justify-content: space-around;"><input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO</div>                                                          | IF YES, LIST THE OTHER TOW COMPANY(S):                                              |

| RATES                           |          |          |          |          |
|---------------------------------|----------|----------|----------|----------|
|                                 | Class A  | Class B  | Class C  | Class D  |
| HOURLY RATE                     | \$250.00 | \$275.00 | \$325.00 | \$375.00 |
| INSIDE STORAGE                  | \$60.00  | \$65.00  | \$75.00  | \$75.00  |
| OUTSIDE STORAGE                 | \$55.00  | \$60.00  | \$70.00  | \$70.00  |
| LABOR (NONSKILLED)              | \$40.00  |          |          |          |
| <b>SPECIAL EQUIPMENT (LIST)</b> |          |          |          |          |
| 1 - 50 TON HEAVY DUTY           |          |          |          |          |
| 1 - 35 TON HEAVY DUTY           |          |          |          |          |
| 1 - LANDOLL HEAVEY AND TRAILER  |          |          |          |          |
| 1 - 50 TON ROTATOR              |          |          |          |          |
|                                 |          |          |          |          |
|                                 |          |          |          |          |
| RENTAL/SKILLED LABOR MARKUP (%) |          |          |          |          |

## TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

|                                                                   |                              |
|-------------------------------------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR) | NUMBER OF CLASS A TRUCKS: 30 |
| <input type="checkbox"/> CLASS B (MINIMUM 33,000 GVWR)            | NUMBER OF CLASS B TRUCKS: 1  |
| <input checked="" type="checkbox"/> CLASS C (MINIMUM 52,000 GVWR) | NUMBER OF CLASS C TRUCKS: 2  |
| <input checked="" type="checkbox"/> CLASS D (MINIMUM 54,000 GVWR) | NUMBER OF CLASS D TRUCKS: 2  |

COMMENTS

## APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE

PRINT NAME AND TITLE

DATE

MICHAEL ARMADA

08/31/2021

TO BE COMPLETED BY CHP

## AREA APPROVAL

☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

## MAXIMUM RESPONSE TIME

|       | HOURS | CLASS A | CLASS B | CLASS C | CLASS D |
|-------|-------|---------|---------|---------|---------|
| DAY   |       |         |         |         |         |
| NIGHT |       |         |         |         |         |

## AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON \_\_\_\_\_  
AND END ON \_\_\_\_\_

## DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE



STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**ROTATION TOW LISTING APPLICATION**  
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

**CHP AREA**

|                                                               |                        |
|---------------------------------------------------------------|------------------------|
| CHP AREA OF APPLICATION<br>CITY OF HIGHLAND POLICE DEPARTMENT | CHP AREA NUMBER<br>860 |
|---------------------------------------------------------------|------------------------|

**BUSINESS**

|                                                                |                                                      |
|----------------------------------------------------------------|------------------------------------------------------|
| BUSINESS NAME<br>EDWINS TOWING INC                             | CHP AREA NAME<br>San Bernardino                      |
| BUSINESS ADDRESS<br>25003 E 5TH Street San Bernardino CA 92410 | DAY PHONE NUMBER (INCLUDE AREA CODE)<br>909-983-5100 |
| BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE               | NIGHT PHONE NUMBER (INCLUDE AREA CODE)               |
| NUMBER OF YEARS IN TOWING BUSINESS<br>13                       | AUTOMOBILE CLUB AFFILIATE(S)<br>AAA                  |

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?  
☐ YES ☒ NO

**VEHICLE STORAGE**

|                                                                            |                                                                                                           |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| PRIMARY STORAGE YARD ADDRESS<br>25003 E 5TH Street San Bernardino CA 92410 | <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| SECONDARY STORAGE YARD ADDRESS                                             | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED            |
| ADDITIONAL STORAGE YARD ADDRESS                                            | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED            |
| OUTSIDE STORAGE CAPACITY<br>80                                             | INSIDE STORAGE CAPACITY<br>20                                                                             |

**FINANCIAL INTEREST**

|                                                                                                                                                                                         |                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)<br>Angelica Gonzalez CFO / Edwin Rivera CEO                                      |                                                                                             |
| DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                           | IF YES, LIST THE TOW COMPANY(S):                                                            |
| DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE OTHER CHP AREA(S):                                                         |
| ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                                | IF YES, LIST THE OTHER CHP AREA(S):<br>CHP Bladwin Park / Rancho Cucamonga / San Bernardino |
| DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                          | IF YES, LIST THE OTHER TOW COMPANY(S):<br>Fontana Police Department / SBSD                  |

**RATES**

|                                 | Class A | Class B | Class C | Class D |
|---------------------------------|---------|---------|---------|---------|
| HOURLY RATE                     | 277.00  | 311.00  | 400.00  | 415.00  |
| INSIDE STORAGE                  | 61.00   | 61.00   | 70.00   | 70.00   |
| OUTSIDE STORAGE                 | 55.00   | 55.00   | 70.00   | 70.00   |
| LABOR (NONSKILLED)              | 45.00   |         |         |         |
| <b>SPECIAL EQUIPMENT (LIST)</b> |         |         |         |         |
| Rotator Wrecker (Hourly)        | 850.00  |         |         |         |
| Landoll/Lowboy (Hourly)         | 400.00  |         |         |         |
| Skid Steer (Hourly)             | 125.00  |         |         |         |
| Rolloff/Dump Trailer (Hourly)   | 200.00  |         |         |         |
| Congear/Trailer Dolly (Hourly)  | 100.00  |         |         |         |
| Forklift / Pallet Jack (Hourly) | 100.00  |         |         |         |
| RENTAL/SKILLED LABOR MARKUP (%) | 10%     |         |         |         |

**TOW TRUCKS**

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

|                                                                   |                             |
|-------------------------------------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR) | NUMBER OF CLASS A TRUCKS: 5 |
| <input checked="" type="checkbox"/> CLASS B (MINIMUM 33,000 GVWR) | NUMBER OF CLASS B TRUCKS: 1 |
| <input checked="" type="checkbox"/> CLASS C (MINIMUM 52,000 GVWR) | NUMBER OF CLASS C TRUCKS: 2 |
| <input checked="" type="checkbox"/> CLASS D (MINIMUM 54,000 GVWR) | NUMBER OF CLASS D TRUCKS: 4 |

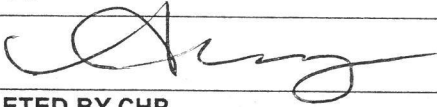
COMMENTS

Edwins Towing Inc employees are also certified and licensed by the state with all current permits to conduct hazardous material spills clean ups from vehicle accidents and commercial vehicles, to include vehicle fires, cargo fires, fuel, oil, coolant and other automotive spills onto the public road ways. We insure that all hazardous waste is properly contained, removed and disposed according to state law.

**APPLICANT'S CERTIFICATION**

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE



PRINT NAME AND TITLE

Angelica Gonzalez CFO

DATE

8-30-21

**TO BE COMPLETED BY CHP****AREA APPROVAL**
☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

**MAXIMUM RESPONSE TIME**

HOURS

CLASS A

CLASS B

CLASS C

CLASS D

DAY

NIGHT

**AGREEMENT TERM**

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON \_\_\_\_\_  
AND END ON \_\_\_\_\_

**DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)**
☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

# ROTATION TOW LISTING APPLICATION

CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

| CHP AREA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                          |                                                                                                           |          |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|----------|
| CHP AREA OF APPLICATION<br><b>HIGHLAND SHERIFF DEPARTMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                          | CHP AREA NUMBER                                                                                           |          |          |
| BUSINESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                          |                                                                                                           |          |          |
| BUSINESS NAME<br><b>PEPE'S TOWING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                          | CHP AREA NAME<br><b>HIGHLAND</b>                                                                          |          |          |
| BUSINESS ADDRESS<br><b>1303 E. VICTORIA AVE., SAN BERNARDINO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                          | DAY PHONE NUMBER (INCLUDE AREA CODE)<br><b>909-796-4004</b>                                               |          |          |
| BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE<br><b>14351 VETERANS WAY, MORENO VALLEY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                          | NIGHT PHONE NUMBER (INCLUDE AREA CODE)<br><b>951-682-5682</b>                                             |          |          |
| NUMBER OF YEARS IN TOWING BUSINESS<br><b>42</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | AUTOMOBILE CLUB AFFILIATE(S)<br><b>0</b> |                                                                                                           |          |          |
| <p>HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?</p> <p style="text-align: center;"><input type="checkbox"/> YES <span style="margin-left: 100px;"><input checked="" type="checkbox"/> NO</span></p> |                                          |                                                                                                           |          |          |
| VEHICLE STORAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                          |                                                                                                           |          |          |
| PRIMARY STORAGE YARD ADDRESS<br><b>1303 E. VICTORIA AVE., SAN BERNARDINO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                          | <input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED |          |          |
| SECONDARY STORAGE YARD ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                          | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED            |          |          |
| ADDITIONAL STORAGE YARD ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                          | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED            |          |          |
| OUTSIDE STORAGE CAPACITY<br><b>150+</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | INSIDE STORAGE CAPACITY<br><b>10+</b>    |                                                                                                           |          |          |
| FINANCIAL INTEREST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                          |                                                                                                           |          |          |
| LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)<br><b>MANUEL ACOSTA &amp; JOSE ACOSTA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                          |                                                                                                           |          |          |
| DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                          | IF YES, LIST THE TOW COMPANY(S):                                                                          |          |          |
| DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          | IF YES, LIST THE OTHER CHP AREA(S):                                                                       |          |          |
| ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA?<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                          | IF YES, LIST THE OTHER CHP AREA(S):                                                                       |          |          |
| DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                          | IF YES, LIST THE OTHER TOW COMPANY(S):                                                                    |          |          |
| RATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                          |                                                                                                           |          |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Class A                                  | Class B                                                                                                   | Class C  | Class D  |
| HOURLY RATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$260.00                                 | \$279.00                                                                                                  | \$369.00 | \$407.00 |
| INSIDE STORAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$60.00                                  | \$61.00                                                                                                   | \$66.00  | \$66.00  |
| OUTSIDE STORAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$57.00                                  | \$59.00                                                                                                   | \$64.00  | \$64.00  |
| LABOR (NONSKILLED)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$45.00                                  |                                                                                                           |          |          |
| <b>SPECIAL EQUIPMENT (LIST)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                          |                                                                                                           |          |          |
| 4X4 RECOVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$265.00                                 |                                                                                                           |          |          |
| ROTATOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$635.00                                 |                                                                                                           |          |          |
| REEFER TRAILER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$369.00                                 |                                                                                                           |          |          |
| PALLET JACK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$75.00                                  |                                                                                                           |          |          |
| BOBCAT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$110.00                                 |                                                                                                           |          |          |
| FORKLIFT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$110.00                                 |                                                                                                           |          |          |
| RENTAL/SKILLED LABOR MARKUP (%)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                          |                                                                                                           |          |          |

**TOW TRUCKS**

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

|                                                                   |                              |
|-------------------------------------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR) | NUMBER OF CLASS A TRUCKS: 48 |
| <input checked="" type="checkbox"/> CLASS B (MINIMUM 33,000 GVWR) | NUMBER OF CLASS B TRUCKS: 1  |
| <input checked="" type="checkbox"/> CLASS C (MINIMUM 52,000 GVWR) | NUMBER OF CLASS C TRUCKS: 4  |
| <input checked="" type="checkbox"/> CLASS D (MINIMUM 54,000 GVWR) | NUMBER OF CLASS D TRUCKS: 4  |

COMMENTS

**APPLICANT'S CERTIFICATION**

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE

PRINT NAME AND TITLE

DATE

Fernando Soria - Operations Manager

8-25-2021

**TO BE COMPLETED BY CHP****AREA APPROVAL**
☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

**MAXIMUM RESPONSE TIME**

|       | HOURS | CLASS A | CLASS B | CLASS C | CLASS D |
|-------|-------|---------|---------|---------|---------|
| DAY   |       |         |         |         |         |
| NIGHT |       |         |         |         |         |

**AGREEMENT TERM**

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON \_\_\_\_\_  
AND END ON \_\_\_\_\_

**DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)**
☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**ROTATION TOW LISTING APPLICATION**  
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

**CHP AREA**

CHP AREA OF APPLICATION  
SAN BERNARDINO

CHP AREA NUMBER  
860

**BUSINESS**

BUSINESS NAME  
STATEWIDE TOWING & RECOVERY INC.

CHP AREA NAME  
SAN BERNARDINO

BUSINESS ADDRESS  
2901 S. RIVERSIDE AVE LOT V COLTON, CA 92324

DAY PHONE NUMBER (INCLUDE AREA CODE)  
951-682-9336

BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE  
190 N. MAIN STREET RIVERSIDE, CA 92501

NIGHT PHONE NUMBER (INCLUDE AREA CODE)  
951-682-9336

NUMBER OF YEARS IN TOWING BUSINESS  
34

AUTOMOBILE CLUB AFFILIATE(S)  
CCMC/GOOD SAM

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☐ NO

**VEHICLE STORAGE**

PRIMARY STORAGE YARD ADDRESS  
2901 S. RIVERSIDE AVE LOT V COLTON, CA 92324

☐ OWNED ☒ LEASED ☐ RENTED

SECONDARY STORAGE YARD ADDRESS  
190 N. MAIN STREET RIVERSIDE, CA 92501

☒ OWNED ☐ LEASED ☐ RENTED

ADDITIONAL STORAGE YARD ADDRESS  
11042 ALMOND AVE FONTANA, CA 92337

☒ OWNED ☐ LEASED ☐ RENTED

OUTSIDE STORAGE CAPACITY

50

INSIDE STORAGE CAPACITY

2

**FINANCIAL INTEREST**

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)

CHRISTOPHER KIRK

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA?

☐ YES ☒ NO

IF YES, LIST THE TOW COMPANY(S):

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA?

☐ YES ☒ NO

IF YES, LIST THE OTHER CHP AREA(S):

ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA?

☒ YES ☐ NO

IF YES, LIST THE OTHER CHP AREA(S):

RIVERSIDE, RANCHO, BANNING AND RUNNING SPRINGS

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?

☒ YES ☐ NO

IF YES, LIST THE OTHER TOW COMPANY(S):

SHARE YARD WITH CLARK'S TOWING IN BANNING

**RATES**

|                                 | DAY Class A NIGHT |        | DAY Class B NIGHT |        | DAY Class C NIGHT |        | DAY Class D NIGHT |        |
|---------------------------------|-------------------|--------|-------------------|--------|-------------------|--------|-------------------|--------|
| HOURLY RATE                     | 256.00            | 268.00 | 305.00            | 319.00 | 391.00            | 431.00 | 463.00            | 475.00 |
| INSIDE STORAGE                  | 56.00             |        | N/A               |        | N/A               |        | N/A               |        |
| OUTSIDE STORAGE                 | 46.00             |        | 63.00             |        | 75.00             |        | 75.00             |        |
| LABOR (NONSKILLED)              | 34.00             |        |                   |        |                   |        |                   |        |
| SPECIAL EQUIPMENT (LIST)        |                   |        |                   |        |                   |        |                   |        |
| SALVAGE AND RECOVERY            | 950.00/HR         |        |                   |        |                   |        |                   |        |
|                                 |                   |        |                   |        |                   |        |                   |        |
|                                 |                   |        |                   |        |                   |        |                   |        |
|                                 |                   |        |                   |        |                   |        |                   |        |
|                                 |                   |        |                   |        |                   |        |                   |        |
|                                 |                   |        |                   |        |                   |        |                   |        |
| RENTAL/SKILLED LABOR MARKUP (%) | 10%               |        |                   |        |                   |        |                   |        |



## TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

|                                                                   |                             |
|-------------------------------------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR) | NUMBER OF CLASS A TRUCKS: 4 |
| <input type="checkbox"/> CLASS B (MINIMUM 33,000 GVWR)            | NUMBER OF CLASS B TRUCKS: 1 |
| <input checked="" type="checkbox"/> CLASS C (MINIMUM 52,000 GVWR) | NUMBER OF CLASS C TRUCKS: 1 |
| <input checked="" type="checkbox"/> CLASS D (MINIMUM 54,000 GVWR) | NUMBER OF CLASS D TRUCKS: 2 |

COMMENTS

## APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE

PRINT NAME AND TITLE

DATE

CHRISTOPHER KIRK-PRESIDENT

3/2/21

TO BE COMPLETED BY CHP

## AREA APPROVAL

☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

## MAXIMUM RESPONSE TIME

|       | HOURS | CLASS A | CLASS B | CLASS C | CLASS D |
|-------|-------|---------|---------|---------|---------|
| DAY   |       |         |         |         |         |
| NIGHT |       |         |         |         |         |

## AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON \_\_\_\_\_  
AND END ON \_\_\_\_\_

## DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**ROTATION TOW LISTING APPLICATION**  
CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

**CHP AREA**

|                                                                  |                 |
|------------------------------------------------------------------|-----------------|
| CHP AREA OF APPLICATION<br>City of Highland - Sheriff Department | CHP AREA NUMBER |
|------------------------------------------------------------------|-----------------|

**BUSINESS**

|                                                  |                                                      |
|--------------------------------------------------|------------------------------------------------------|
| BUSINESS NAME<br>Wilson Towing LLC               | CHP AREA NAME                                        |
| BUSINESS ADDRESS<br>2310 E. 3rd Street           | DAY PHONE NUMBER (INCLUDE AREA CODE)<br>909-888-5455 |
| BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE | NIGHT PHONE NUMBER (INCLUDE AREA CODE)               |

|                                           |                              |
|-------------------------------------------|------------------------------|
| NUMBER OF YEARS IN TOWING BUSINESS<br>70+ | AUTOMOBILE CLUB AFFILIATE(S) |
|-------------------------------------------|------------------------------|

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☒ NO

**VEHICLE STORAGE**

|                                                                              |                                                                                                           |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| PRIMARY STORAGE YARD ADDRESS<br>2310 E. 3rd Street, San Bernardino, CA 92410 | <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/> RENTED |
| SECONDARY STORAGE YARD ADDRESS                                               | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED            |
| ADDITIONAL STORAGE YARD ADDRESS                                              | <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED            |

|                                  |                               |                                                                                                                                 |
|----------------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| OUTSIDE STORAGE CAPACITY<br>200+ | INSIDE STORAGE CAPACITY<br>12 | Note: Wilson Towing LLC leases from X & T Development LLC which is owned by Lilliana Vach, the same owner is Wilson Towing LLC. |
|----------------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

**FINANCIAL INTEREST**

|                                                                                                                                                                                         |                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)<br>Lilliana Vach                                                                 |                                                                                                             |
| DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                           | IF YES, LIST THE TOW COMPANY(S):                                                                            |
| DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IF YES, LIST THE OTHER CHP AREA(S):                                                                         |
| ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA?<br><input type="checkbox"/> YES <input type="checkbox"/> NO                                           | IF YES, LIST THE OTHER CHP AREA(S):<br>Currently on rotation with CHP San Bernardino & CHP Arrowhead areas. |
| DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                                          | IF YES, LIST THE OTHER TOW COMPANY(S):                                                                      |

**RATES**

|                                         | Class A | Class B | Class C | Class D |
|-----------------------------------------|---------|---------|---------|---------|
| HOURLY RATE                             | \$285   | \$315   | \$420   | \$475   |
| INSIDE STORAGE                          | \$65    | \$67    | \$75    | \$75    |
| OUTSIDE STORAGE                         | \$60    | \$65    | \$70    | \$70    |
| LABOR (NONSKILLED)                      | \$50    |         |         |         |
| <b>SPECIAL EQUIPMENT (LIST)</b>         |         |         |         |         |
| Salvage & Recovery                      | \$900   |         |         |         |
| Landoll                                 | \$300   |         |         |         |
| Forklift                                | \$140   |         |         |         |
| Driver Labor                            | \$125   |         |         |         |
|                                         |         |         |         |         |
|                                         |         |         |         |         |
| See proposed rate sheet on Attachment 3 |         |         |         |         |
| RENTAL/SKILLED LABOR MARKUP (%)         |         |         |         |         |

Destroy Previous Editions

Chp234A\_0419.pdf

**TOW TRUCKS**

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

|                                                                   |                              |
|-------------------------------------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR) | NUMBER OF CLASS A TRUCKS: 10 |
| <input checked="" type="checkbox"/> CLASS B (MINIMUM 33,000 GVWR) | NUMBER OF CLASS B TRUCKS: 1  |
| <input checked="" type="checkbox"/> CLASS C (MINIMUM 52,000 GVWR) | NUMBER OF CLASS C TRUCKS: 2  |
| <input checked="" type="checkbox"/> CLASS D (MINIMUM 54,000 GVWR) | NUMBER OF CLASS D TRUCKS: 2  |

COMMENTS

**APPLICANT'S CERTIFICATION**

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE

PRINT NAME AND TITLE

DATE

*Lilliana Vach*

Lilliana Vach, Manager

08/27/21

**TO BE COMPLETED BY CHP****AREA APPROVAL**
☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

I.D. NUMBER

DATE

**MAXIMUM RESPONSE TIME**

|       | HOURS | CLASS A | CLASS B | CLASS C | CLASS D |
|-------|-------|---------|---------|---------|---------|
| DAY   |       |         |         |         |         |
| NIGHT |       |         |         |         |         |

**AGREEMENT TERM**

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON \_\_\_\_\_

AND END ON \_\_\_\_\_

**DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)**
☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

## **EXHIBIT 3**

### **Summary Comparison**

September 8, 2021

**2022-2023 RFP TOW ROTATION CONTRACT**

|                                   | A & G       | ARMADA    | PEPE'S                        | WILSON'S  | EDWIN'S                      | STATEWIDE  |
|-----------------------------------|-------------|-----------|-------------------------------|-----------|------------------------------|------------|
| Submitted On Time                 | Yes         | Yes       | Yes                           | Yes       | Yes                          | Yes        |
| Within 1.5 Miles From City        | Yes<br>0.75 | Yes<br>.0 | Yes<br>2 miles<br>(exception) | Yes<br>.0 | Yes<br>In City<br>Boundaries | Yes<br>1.4 |
| Insurance Meets Regulations       | Yes         | Yes       | Yes                           | Yes       | Yes                          | Pending    |
| Highland Business License Current | Yes         | Yes       | Yes                           | Yes       | Yes                          | Yes        |
| <b>TOW RATES</b>                  |             |           |                               |           |                              |            |
| <b>Class A</b>                    |             |           |                               |           |                              |            |
| Hourly Rate                       | \$260/270   | \$250     | \$260                         | \$285     | \$277                        | \$256/268  |
| Inside Storage                    | \$72        | \$60      | \$60                          | \$65      | \$61                         | \$56       |
| Outside Storage                   | \$62        | \$55      | \$57                          | \$60      | \$55                         | \$46       |
| Labor                             | \$75        | \$40      | \$45                          | \$50      | \$45                         | \$34       |
| # Of Trucks                       | 4           | 30        | 48                            | 10        | 5                            | 4          |
| <b>Class B</b>                    |             |           |                               |           |                              |            |
| Hourly Rate                       | \$290/310   | \$275     | \$279                         | \$315     | \$311                        | \$305/319  |
| Inside Storage                    | \$72        | \$65      | \$61                          | \$67      | \$61                         | N/A        |
| Outside Storage                   | \$67        | \$60      | \$59                          | \$65      | \$55                         | \$63       |
| # Of Trucks                       | 2           | 1         | 1                             | 1         | 1                            | 0          |
| <b>Class C</b>                    |             |           |                               |           |                              |            |
| Hourly Rate                       | \$350/370   | \$325     | \$369                         | \$420     | \$400                        | \$391/431  |
| Inside Storage                    | \$80        | \$75      | \$66                          | \$75      | \$70                         | N/A        |
| Outside Storage                   | \$75        | \$70      | \$64                          | \$70      | \$70                         | \$75       |
| # Of Trucks                       | 0           | 2         | 4                             | 2         | 2                            | 1          |
| <b>Class D</b>                    |             |           |                               |           |                              |            |
| Hourly Rate                       | \$370/390   | \$375     | \$407                         | \$475     | \$415                        | \$463/475  |
| Inside Storage                    | N/A         | \$75      | \$66                          | \$75      | \$70                         | N/A        |
| Outside Storage                   | \$75        | \$70      | \$64                          | \$70      | \$70                         | \$75       |
| # Of Trucks                       | 1           | 2         | 4                             | 2         | 4                            | 4          |

2021 RFP Tow Rotation Contract Table



# **EXHIBIT 4**

## **Final Agreement Form**

**AGREEMENT BETWEEN THE CITY OF HIGHLAND AND  
\_\_\_\_\_ FOR TOWING SERVICES  
IN THE CITY OF HIGHLAND**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Highland (hereinafter referred to as "CITY") and \_\_\_\_\_, a Towing Company (hereinafter referred to as the "OPERATOR"). The CITY and OPERATOR shall be referred to collectively as "the Parties."

**W I T N E S S E T H**

WHEREAS, CITY seeks to engage the services of the OPERATOR to participate in CITY Tow Rotation Program ("PROGRAM") for towing services throughout the CITY for the removal of vehicles from the public Right-of-Way (i.e. "Off-Site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e. "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the San Bernardino County Sheriff's Department.

WHEREAS, CITY agrees to utilize, on a rotational basis, for the PROGRAM, only those OPERATOR(S) located in the CITY or located within a mile and a half of the CITY, who have signed an Agreement with the CITY.

WHEREAS, the OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary Towing Applications and other documents required by CITY and has been approved by the CITY to participate in the PROGRAM.

WHEREAS, OPERATOR represents that it has the necessary expertise, equipment, storage facilities, personnel and insurance to meet all requirements of CITY to provide towing services within the CITY.

WHEREAS, CITY has relied upon OPERATOR representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

## Section 1. Definitions.

The following defined terms shall be used in this Agreement:

APPEAL: The final level of review for written reprimands, suspensions, terminations, or review of a CITY'S decision regarding disciplinary action.

AREA: City of Highland Corporate Boundary.

CHP: The Department of the California Highway Patrol.

ENROLLMENT PERIOD: The period of time when a tow company may submit an application for inclusion on the CITY'S Rotation Tow List.

LOAD SALVAGE OPERATIONS: Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D TOW TRUCKS.

NOTICE: All notices relating to this Agreement shall be in writing and delivered to the other Party in person, via FAX, or by US Mail.

OPERATOR: A tow service which has signed the Tow Service Agreement, and is approved to receive CITY referred calls. The term, "operator" refers to the company, its owner(s), and its manager(s) who have authority to enter into an Agreement with the CITY for towing services and to conduct business in accordance with the terms of this Agreement.

PORTAL TO PORTAL: Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the TOW TRUCK back into service when unusual circumstances require additional time that are not part of normal operating procedures. (Examples: 1) 4 X 4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment; 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed; 3) car towed from side of road on misty night and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.)

POSSESSION: Pursuant to Section 3068.1 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

PUBLIC SAFETY RESPONSE: A response which results in a storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle

operator, registered owner, or agent.

RECOVERY OPERATION: An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C or D TOW TRUCK(s).

RESPONSE TIME: The period of time from an operator's notification by the CITY Communications Center of a call to the arrival of the TOW TRUCK at the location requested.

RETAIL RATE: The usual customary retail rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

SUSPENSION: Removal of an operator from the CITY'S Rotation Tow List for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION: Permanent removal of a tow operator from the CITY'S Rotation Tow List for the remainder of the term of the Agreement and disqualification from any further participation in the PROGRAM.

TOW TRUCK: A tow truck as defined in Section 615(a) of the California Vehicle Code. Also includes slide back carriers and wheel life vehicles.

TOW DISTRICT: The geographical area in which an operator may receive CITY referred calls.

WRITTEN REPRIMAND: A written notice to an operator which specifies any violation(s) of the Tow Service Agreement, orders corrective action, and warns of further action(s) to be taken if corrective action is not taken.

## Section 2. General Responsibilities of OPERATOR.

- A. OPERATOR shall provide towing services at the request and direction of the San Bernardino County Sheriff's Department (hereinafter referred to as the "HIGHLAND POLICE DEPARTMENT") and CITY'S Code Compliance Division for all tows necessary from public Right-of-Way and from private property. Calls for towing services from public Right-of-Way shall be initiated by the HIGHLAND POLICE DEPARTMENT and calls for towing services from private property shall be initiated by the CITY'S Code Compliance Division under the CITY'S Vehicle Abatement Program.
- B. The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the HIGHLAND POLICE

DEPARTMENT.

- C. There shall be no charge or fee to the CITY, including the CITY'S Code Compliance Division, or the HIGHLAND POLICE DEPARTMENT for any towing services by the OPERATOR **to include vehicles towed at the request of the CITY/HIGHLAND POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis.** All charges or fees shall be applied only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement and in exhibits thereto shall refer to charges against the vehicle owner and not to the CITY, including the CITY'S Code Compliance Division, or the HIGHLAND POLICE DEPARTMENT.
- D. If the OPERATOR called is unable to respond within 20 minutes ("MAXIMUM RESPONSE TIME"), the OPERATOR must advise the originator of the call (either the HIGHLAND POLICE DEPARTMENT or CITY'S Code Compliance Division, as appropriate) at the time of the call regarding the anticipated RESPONSE TIME. If the anticipated RESPONSE TIME is unacceptable, other towing arrangements will be made by HIGHLAND POLICE DEPARTMENT or CITY'S Code Compliance Division.
- E. The OPERATOR will provide a receipt to the legal owner or registered owner of the vehicle or to the property owner as appropriate, with a copy placed in the stored vehicle and a copy retained by the OPERATOR, whenever any item is removed from a stored vehicle and taken to another place of storage.
- F. The OPERATOR will furnish satisfactory evidence of liability insurance, provide adequate protection of disabled vehicles, and any property contained in such vehicles, while being towed and during storage. Policy expiration dates and any notice of cancellation will be furnished to the CITY immediately upon receipt by the OPERATOR.
- G. The OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the HIGHLAND POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the PROGRAM to read: "City of Highland" and either "impounded" or "stored."
- H. The OPERATOR and its TOW TRUCK drivers shall be properly licensed, in accordance with California Vehicle Code ("CVC") Sections 12804.7 and 12804.9(b) and the CITY's business license requirements.
- I. Towing vehicles shall be maintained in compliance with the provisions of CVC Sections 24605, 25253, 25300, 27700, and 27907.



- J. The OPERATOR shall comply with CVC Section 10652 in reporting the storage of vehicles over 30 days. The HIGHLAND POLICE DEPARTMENT will be furnished a copy of the Report, which the OPERATOR is required to furnish to the Department of Justice by Registered Mail.
- K. The OPERATOR shall also be available as necessary to tow any CITY vehicle **at no charge.** Such vehicles will include: CITY Vehicles, Highland Fire Department / CDF California Department of Forestry ("CalFire") Trucks and associated vehicles, and HIGHLAND POLICE DEPARTMENT patrol cars and associated vehicles. **Further, the OPERATOR shall assist the CITY and HIGHLAND POLICE DEPARTMENT in changing flat tires, jump start dead batteries and/or other incidental vehicle problems that may occur from time-to-time during the Agreement period.**
- L. The OPERATOR shall provide to the CITY applicable Forms CHP 234A, CHP 234B and CHP 234F that shall be kept current during the time period of this Agreement (see Attachment B).

### Section 3. Responsibilities of CITY.

- A. The CITY shall establish and maintain a Rotational Tow List ("LIST") for each class of TOW TRUCK, which shall be used by the HIGHLAND POLICE DEPARTMENT and CITY'S Code Compliance Division.

### Section 4. Rotation Lists.

- A. The CITY shall maintain a LIST for each class of TOW TRUCK to ensure an equitable distribution of calls.
- B. Nothing shall prohibit a Class B, Class C, or Class D OPERATOR from maintaining a place on a lighter class LIST.
  - 1. Regardless of the class of TOW TRUCK utilized or responding to the call, charges shall not be more than the class of vehicle towed or serviced, except when recovery operations require a larger class of truck.
- C. A call to an OPERATOR shall constitute one turn on the LIST and the OPERATOR shall be moved to the bottom of the LIST. This includes when the OPERATOR fails to answer the phone, is unable to respond, or is canceled because the OPERATOR cannot respond in less time than the MAXIMUM RESPONSE TIME. If it is determined that the OPERATOR is not needed and is canceled by the CITY/HIGHLAND POLICE DEPARTMENT, up to and including the time the OPERATOR arrives at the scene, there shall be no charges and the OPERATOR will be placed back at the top of the LIST.

1. If the OPERATOR is canceled by the vehicle's owner or agent prior to the OPERATOR taking POSSESSION of the vehicle, there shall be no charges for towing. The OPERATOR shall immediately contact the CITY/HIGHLAND POLICE DEPARTMENT and advise them of the cancellation. The OPERATOR will then be placed back at the top of the LIST.
  2. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the OPERATOR may charge a minimum of one-half of the regular hourly service charge, for the time expended on the call. For purposes of cancellation, service begins when physical work on the vehicle has begun, not the response. No lien shall arise for the service unless the OPERATOR has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.
    - a. The OPERATOR shall not attempt to take POSSESSION of the vehicle in order to establish a lien for any non-towing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.
- D. If two or more OPERATORS are called to the same incident, distribution of the vehicles shall be at the discretion of the HIGHLAND POLICE DEPARTMENT.
- E. HIGHLAND POLICE DEPARTMENT may direct an OPERATOR to move vehicles to help clear a roadway or for lifesaving operations. OPERATORS shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided shall not change the OPERATOR'S place on the LIST.
- F. An OPERATOR must have a business office and/or storage facility located within the CITY, or within a one and half mile radius of the CITY'S boundaries. A secondary business and storage facility, whether within the CITY limits or not, does not qualify the OPERATOR for an additional position on the LIST.

#### Section 5. TOW TRUCK Classifications.

- A. An OPERATOR shall equip and maintain TOW TRUCKS covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations and the specifications

contained in this Agreement, and consistent with industry standards and practices.

1. Notwithstanding CVC Section 615, all TOW TRUCKS shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of the Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary TOW TRUCK for the LIST.
  2. An OPERATOR who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.
- B. A violation of the Gross Vehicle Weight Rating ("GVWR") and safe loading requirements of a TOW TRUCK shall be cause for immediate suspension. This includes exceeding the TOW TRUCK'S GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the TOW TRUCK'S unladen weight on the front axle when lifting / carrying a load.
- C. There will be four classes of TOW TRUCKs covered under this Agreement.
1. Class A - Light Duty
    - a. An OPERATOR shall maintain a minimum of one TOW TRUCK with a manufacturer's GVWR of at least 10,000. Class A equipment specifications can be found in Attachment A of this Agreement.
      - 1) The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.
      - 2) A "trailer for hire" shall not be approved for listing as a Class A TOW TRUCK.
      - 3) Tow companies whose equipment had previously been approved, but who do not have wheel lift capabilities, may apply for and receive a Class A Tow Rotation Listing. However, equipment purchased on or after July 1, 2000, shall not be approved unless the equipment brings the OPERATOR into compliance with the minimum requirements.
  2. Class B - Medium Duty
    - a. An OPERATOR shall maintain at least one TOW TRUCK with a

manufacturer's GVWR of at least 19,501 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

- 1) The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.

3. Class C - Heavy Duty

- a. An OPERATOR shall maintain at least one three-axle TOW TRUCK with a manufacturer's Gross Vehicle Weight Rating (GVWR) of at least 33,000 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
- b. The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.

4. Class D - Super Heavy Duty

- a. An OPERATOR shall maintain at least one three-axle TOW TRUCK with a manufacturer's GVWR of at least 50,000 pounds. The TOW TRUCK shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
- b. The CITY may require more than one (1) TOW TRUCK in areas where rapid response for congestion relief is required.

5. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Attachment B of this Agreement.

- D. The OPERATOR shall only use those TOW TRUCKS approved by the CITY to be part of the PROGRAM.

Section 6. Tow Drivers.

- A. The OPERATOR shall ensure that TOW TRUCK drivers responding to calls initiated by the HIGHLAND POLICE DEPARTMENT OR CITY'S Code Compliance Division are qualified and competent employees of the OPERATOR. The OPERATOR shall ensure that the TOW TRUCK drivers are trained and proficient in the use of the TOW TRUCK and related equipment,

including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the PROGRAM. TOW TRUCK drivers shall be at least 18 years old and possess the following minimum Class Driver's License:

1. Class A TOW TRUCK - A valid Class C License, or a valid Class A License with valid Medical Certificate.
  2. Class B TOW TRUCK - A valid Class C License for non-regulated vehicles, or a valid Class A License with valid Medical Certificate for regulated vehicles pursuant to CVC Section 34500.
  3. Class C TOW TRUCK - A valid Class A License with valid Medical Certificate.
  4. Class D TOW TRUCK - A valid Class A License with valid Medical Certificate.
- B. The Class A Licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes (Refer to Attachment A).
- C. The OPERATOR shall maintain a current list of drivers.
1. The OPERATOR shall provide a current list of his/her drivers to the CITY. The OPERATOR shall notify the CITY upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the CITY within seven (7) calendar days of any change in driver status.
  2. OPERATORS, shall at a minimum, maintain the following information for each employee (Form CHP 234F may be used to provide the information):
    - a. Full Name.
    - b. Date of Birth.
    - c. California Driver License Number.
    - d. Copy of valid Medical Certificate, if applicable.
    - e. Job Title / Description.
    - f. Current Home Address.
    - g. Current Home Telephone Number.



- h. Type(s) of truck(s) driver has been trained and instructed to operate.

D. All TOW TRUCK drivers and the OPERATOR shall be enrolled in the California Department of Motor Vehicles Employer Pull Notice Program ("Pull Notice Program").

- 1. Upon the addition of new drivers, an OPERATOR will be granted a maximum of 30 days to enroll in the Pull Notice Program.
- 2. Pull Notices shall be kept on file, signed, and dated by the OPERATOR.
- 3. The CITY may require an OPERATOR to provide copies of Pull Notice Reports to the CITY from time-to-time.

#### Section 7. Rates.

- A. Fees charged for response calls originating from the CITY's Code Compliance Division or HIGHLAND POLICE DEPARTMENT, shall not exceed the rates set forth in Attachment B.
- B. The rate for towing shall be from PORTAL to PORTAL and may be at a one hour minimum. Charges in excess of one hour may be charged in up to fifteen (15) minute increments. There shall be no additional charges for mileage, labor, etc. and/or for an OPERATOR'S time to release a vehicle when the storage facility is not at the same location and the request for the vehicle's release is made within typical business hours and days. In addition, if the HIGHLAND POLICE DEPARTMENT requests a tow from a storage facility to the Special Investigation Division (SID) of the San Bernardino County Sheriff's Department, there shall be no additional charges to the CITY or owner of the vehicle. Secondary towing requested by the vehicle owner or his/her agent may be negotiated by the OPERATOR in accordance with the OPERATOR'S private business practices.
  - 1. The OPERATOR may charge up to a one-hour minimum per call on PUBLIC SAFETY RESPONSE calls.
  - 2. The OPERATOR shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- C. Rates for service calls (out of gas, lockouts, etc.) shall be from PORTAL TO PORTAL, and may be at the hourly rate with a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in up to fifteen (15) minute increments.
- D. Fees for Special Operations.

1. For special operations involving Class B, C, and D TOW TRUCKS such as vehicle recovery operations and LOAD SALVAGE OPERATIONS, the fees shall not exceed the rates set forth in Attachment B. Charges in excess of thirty-minutes may be charged in up to fifteen (15) minute increments.
  2. OPERATOR shall submit a mark-up rate (percentage of the cost to the OPERATOR) for retail equipment and specialized labor not otherwise listed on Attachment B.
  3. If OPERATOR performs a service for which a required rate was not submitted to, and approved by, the CITY, the OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the OPERATOR may only charge for the actual rate paid for the labor.
- E. The total fees charged for after-hours release shall be no more than one-half (1/2) the hourly rate, and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours.
- F. Storage Fees.
1. Storage fees, for inside and outside storage, shall not exceed the rates set forth in Attachment B.
  2. The OPERATOR shall display in plain view at all cashier's stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.
  3. Vehicles stored 24 hours or less shall be charged no more than one day storage. Each day thereafter shall be calculated by calendar day.
- G. This Section of the Agreement shall not apply if the OPERATOR responds to a CITY/HIGHLAND POLICE DEPARTMENT call in a location where towing rates for all tow companies are established by a City or County Ordinance.
- H. The schedule of rates charged by the OPERATOR shall be made available upon demand to person(s) for whom the tow services were provided or his/her agent, or any CITY representative.
- I. The Rate Schedule included in Attachment B represents the maximums an OPERATOR may charge on a CITY/HIGHLAND POLICE DEPARTMENT call. An OPERATOR is not precluded from charging less when deemed appropriate by the OPERATOR. These requirements shall not be construed as requiring a charge when an OPERATOR would not normally charge for such service.

1. No OPERATOR or employee shall refer to any rate as the minimum required or set by the CITY.

Section 8. Response to Calls.

A. The OPERATOR shall respond to CITY/HIGHLAND POLICE DEPARTMENT calls 24 hours a day, seven days a week, within the MAXIMUM RESPONSE TIME. The OPERATOR shall advise CITY/HIGHLAND POLICE DEPARTMENT, at the time of the notification, if they are either unable to respond or unable to meet the MAXIMUM RESPONSE TIME. If, after accepting the call, the OPERATOR is unable to respond or will be delayed in responding, the OPERATOR shall immediately notify the CITY/HIGHLAND POLICE DEPARTMENT. The OPERATOR shall not assign initial calls to other OPERATORS.

1. Failure(s) to respond and/or failure(s) to meet the MAXIMUM RESPONSE TIME requirements shall constitute failure to comply with the terms and conditions of this Agreement.

- a. The CITY may take immediate disciplinary action for any violation of the requirement to respond within the MAXIMUM RESPONSE TIME.
- b. When an OPERATOR will be temporarily unavailable to provide services due to a preplanned / scheduled activity, e.g. vacation, maintenance, medical leave, etc., the OPERATOR shall notify the CITY at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.

B. The OPERATOR, or his/her employee(s) responding to a CITY/HIGHLAND POLICE DEPARTMENT call, shall perform the towing or service required for which he/she was called. This requirement may be waived by the CITY/HIGHLAND POLICE DEPARTMENT, if the requested equipment is inadequate for the service to be performed.

1. Any refusal to respond or to perform the required towing or service will subject the OPERATOR to SUSPENSION, if deemed appropriate by the CITY.

C. An OPERATOR shall not respond to a CITY/HIGHLAND POLICE DEPARTMENT call assigned to another OPERATOR, unless requested to do so by the CITY/HIGHLAND POLICE DEPARTMENT.

1. There may be times when the OPERATOR assigned the initial CITY/HIGHLAND POLICE DEPARTMENT call may require the

assistance of an additional OPERATOR at the scene. The OPERATOR assigned the initial call may, subject to prior agreement with the CITY/HIGHLAND POLICE DEPARTMENT, and with the concurrence of the CITY/HIGHLAND POLICE DEPARTMENT, request a specific OPERATOR to assist him/her. The request shall be routed to the additional OPERATOR through the CITY/HIGHLAND POLICE DEPARTMENT.

2. There may be times when an OPERATOR, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a HIGHLAND POLICE DEPARTMENT officer requests his/her assistance in clearing the roadway. In such a case, the OPERATOR may be requested to move the vehicle to a safe location, as directed by the HIGHLAND POLICE DEPARTMENT officer and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the OPERATOR'S place in the rotation on the LIST.
- D. Only the TOW TRUCK personnel and equipment requested shall respond to a CITY/HIGHLAND POLICE DEPARTMENT call. Additional TOW TRUCK personnel and equipment shall be at the approval of the CITY/HIGHLAND POLICE DEPARTMENT. This shall not preclude the OPERATOR from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

#### Section 9. Storage Facility.

- A. The OPERATOR shall provide adequate security of vehicles and property at the place of storage. At a minimum, a fenced or enclosed area shall be provided. The OPERATOR is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- B. If an OPERATOR has a storage facility within the CITY, the storage facility shall be in compliance with all Zoning and Development Regulations in effect during the term of this Agreement. In addition to Zoning and Development Regulations for such a use, OPERATOR shall comply with the following:
  1. Vehicle storage area shall be improved with an impervious material such as Portland Concrete Cement (PCC) or Asphaltic Concrete (AC) or other surface as approved by the CITY'S Planning Division. Bare soil is not permitted.
  2. All non-conforming signs shall be removed.
  3. The storage lot shall be fenced and screened from view. The screening

material can be either landscaping (i.e. vines, bushes) or fencing material (i.e. slats), or combination thereof.

4. Security lighting shall be provided in the storage lot area.
- C. If the Community Development Director determines that the Storage Facility does not comply with the CITY'S Zoning and Development Regulations and the conditions set forth in this Section 9, the CITY's Community Development Director, at his or her discretion, can seek to TERMINATE or SUSPEND the Agreement.
- D. The OPERATOR shall notify the CITY/HIGHLAND POLICE DEPARTMENT in writing, prior to the removal of property from a stored vehicle and will provide a receipt to the registered owner or his or her representative with a copy placed in the stored vehicle. The requirement to notify the CITY/HIGHLAND POLICE DEPARTMENT prior to the removal of property may be waived by the CITY/HIGHLAND POLICE DEPARTMENT in writing if determined that proper safeguards and procedures are utilized by the OPERATOR.
1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.
  2. The OPERATOR shall release personal property from the vehicle at the request of the vehicle owner or his/her agent. If such a release is made, the OPERATOR shall notify the CITY/HIGHLAND POLICE DEPARTMENT in writing prior to releasing the personal property.
    - a. Personal property is considered to be items which are not affixed to the vehicle.
      - 1) Personal property includes: papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage, tools, etc.
      - 2) Personal property from a stored vehicle shall be released upon request of the vehicle owner or agent, unless prohibited by CITY/HIGHLAND POLICE DEPARTMENT.
  3. Cargo shall be released upon demand of the carrier, unless prohibited by CITY/HIGHLAND POLICE DEPARTMENT, or pursuant to a court order.
- E. The primary storage facility shall normally be at the same location as the business address and shall not be located greater than one and one-half (1.5) miles from CITY limits. If the OPERATOR utilizes a second storage facility, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and personal property shall be released at the primary storage facility upon request of the owner or a person having a legal entitlement to the vehicle, except as set forth above. There shall be no additional charge for



transporting an impounded and/or stored vehicle from the OPERATOR'S secondary storage facility to the primary storage facility if requested to do so by the CITY/HIGHLAND POLICE DEPARTMENT or the owner of the vehicle or his/her authorized representative. Prior to the utilization of new storage facilities not listed on the Application for Rotation Tow Listing, the OPERATOR shall obtain the CITY'S approval and furnish the address.

1. Secondary storage facilities shall be located reasonably close (as determined by the CITY'S Community Development Director and the HIGHLAND POLICE DEPARTMENT) to the main business office and approved by the CITY. Any changes to the location of the secondary storage facility without written approval by the CITY shall be prohibited and subject to Disciplinary Action as set forth in Section 18.
- F. OPERATOR shall maintain sufficient storage spaces.
- G. An OPERATOR'S place of business and storage facility, if separate from the place of business, shall have a sign that clearly identifies it to the public as a towing service. The sign shall also identify where a customer can file a complaint with the CITY regarding the PROGRAM. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.
- H. For the purpose of this Agreement, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, and shall be manned during said business hours, except for the following holidays:
1. New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
  2. Business hours shall be posted in plain view to the public at both the place of business and/or storage facility.
- I. Employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles / property.
- J. The release of vehicles shall be conducted in accordance with local HIGHLAND POLICE DEPARTMENT procedures.

#### Section 10. Insurance.

The OPERATOR shall maintain the following minimum levels of insurance from an insurance carrier admitted in California:

- A. Minimum Scope of Insurance:
1. Insurance Services Office Commercial General Liability coverage

(Occurrence for CG 0001).

2. Insurance Services Office Form Number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.

B. Minimum Limits of Insurance:

1. Commercial Business Automobile Liability: \$1,000,000 per accident for bodily injury and property damage with a combined single limit for Class A TOW TRUCKS. The combined single limits for Class B, C, and D TOW TRUCKS shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
2. Employers Liability: \$1,000,000 per accident for bodily injury or disease.
3. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the TOW TRUCK.
  - a. Class A TOW TRUCK \$ 75,000
  - b. Class B TOW TRUCK \$100,000
  - c. Class C TOW TRUCK \$200,000
  - d. Class D TOW TRUCK \$250,000
4. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
5. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the OPERATOR in the storage yard.
6. Uninsured Motorist: Legal minimum, combined single limit.
7. In no case shall the required insurance coverage have a deductible greater than \$1,000.

C. Deductibles and Self-Insured Retention:

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions:

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers are to be covered as insured with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the OPERATOR; and with respect to liability arising out of work or operations performed by or on behalf of the OPERATOR under the Agreement including materials, parts or equipment furnished in connection with such work or operation. General liability coverage can be provided in the form of an endorsement the OPERATOR'S insurance, or as a separated owner's policy.
2. For any claims related to this AGREEMENT, the OPERATOR'S insurance coverage shall be primary insurance as respects the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY or the HIGHLAND POLICE DEPARTMENT, and their officers, officials, agents, employees, and volunteers shall be excess of the OPERATOR'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the OPERATOR, except after thirty (30) days' prior written notice by certified mail, returned receipt requested, has been given to the CITY.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY and the HIGHLAND POLICE DEPARTMENT, and their officers, official, agents, employees or volunteers.

E. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage:

OPERATOR shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section. The endorsements should be on forms provided by the CITY or on other forms or policies that are approved by the CITY and amended to conform to the CITY'S requirements. All certificates and endorsements are to be received and approved by the CITY before service commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Section 11. Inspections.

- A. The HIGHLAND POLICE DEPARTMENT may conduct annual inspections of all TOW TRUCKS, at no charge to the OPERATOR and without notice during normal business hours.

The OPERATOR shall not dispatch a TOW TRUCK in response to a HIGHLAND POLICE DEPARTMENT or CITY Code Compliance Division call that has been found in violation of the terms and conditions of this Agreement. The HIGHLAND POLICE DEPARTMENT shall inspect a TOW TRUCK within thirty (30) calendar days of a request from an OPERATOR.

1. Any OPERATOR who fails an inspection is entitled to only one re-inspection. Failure to pass the re-inspection shall be cause for the disqualification of the TOW TRUCK from use on the LIST. The TOW TRUCK shall be disqualified until the next enrollment period.

#### Section 12. Business Records.

- A. The OPERATOR shall maintain records, at his/her place of business, of tow services furnished.
1. Invoices shall at a minimum include a description of vehicle(s), nature of service, start time, end time, location of call, and itemized costs of towing and storage.
  2. Records for each call shall indicate the TOW TRUCK driver's name and truck used.
- B. The OPERATOR shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-CITY/HIGHLAND POLICE DEPARTMENT tows.

- C. The CITY/HIGHLAND POLICE DEPARTMENT may inspect all OPERATOR'S records without notice during normal business hours.
- D. OPERATOR shall permit the CITY/HIGHLAND POLICE DEPARTMENT to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.
  - 1. The CITY/HIGHLAND POLICE DEPARTMENT shall provide a receipt for any original records removed from the place of business.
- E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.
- F. Failure of the OPERATOR to comply with the inspection requirements shall be cause for SUSPENSION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

#### Section 13. Financial Interest.

- A. No OPERATOR shall be directly involved in the towing related business of any other OPERATOR. "Directly involved" shall mean anything in common between OPERATORS with regards to any of the following:
  - 1. Business Licenses;
  - 2. Being listed on the same insurance policy;
  - 3. TOW TRUCK or Equipment Ownership, and;
  - 4. Employees and independent contractors.
- B. Storage facilities owned by an OPERATOR, and shared with another OPERATOR, shall only be approved if the OPERATOR charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.
  - 1. Storage facilities shared by OPERATORS shall be physically separated and secured from each other. The CITY may waive this requirement in writing if deemed appropriate.
- C. The sale or transfer of the controlling interest (50% or more) in an OPERATOR shall immediately terminate an Agreement. The new owner(s) may apply to be a part of the LIST at any time during the remainder of the current Agreement term, regardless of the ENROLLMENT PERIOD.
- D. A terminated or suspended OPERATOR and the tow business he/she owned at



the time of his/her SUSPENSION or TERMINATION shall not be eligible to be on the LIST for the duration of the SUSPENSION or TERMINATION.

1. This provision applies to the OPERATOR working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.
- E. Any violation of this Section is cause for SUSPENSION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

#### Section 14. Annual Meeting.

- A. The CITY/HIGHLAND POLICE DEPARTMENT may conduct an annual meeting to discuss issues concerning the tow rotation if it is determined that problems have surfaced and/or operational issues may necessitate a change in the administrative procedures. The meeting shall be mandatory for the OPERATOR or his/her designee wishing to remain on rotation. The CITY shall give the OPERATOR thirty days written NOTICE of such a meeting.

#### Section 15. Demeanor and Conduct.

- A. While involved in the PROGRAM, the OPERATOR and/or his/her employee(s) **shall conduct themselves in a manner which places the highest priority on providing exceptional customer service for the CITY and shall refrain from any act(s) of misconduct, to include, but not be limited to, any of the following:**
1. Rude or discourteous behavior.
  2. Lack of service, selective service, or refusal to provide service which the OPERATOR is/should be capable of performing.
  3. Any act of sexual harassment or sexual impropriety.
  4. Unsafe driving practices.
  5. Exhibiting any objective symptoms of alcohol and/or drug use.
  6. Appearing at the scene of a CITY rotation tow call with the odor of an alcoholic beverage emitting from his/her breath.
    - a. The OPERATOR / TOW TRUCK driver shall submit to a preliminary alcohol screening test upon demand of the HIGHLAND POLICE DEPARTMENT.
- B. All CITY related tow service complaints received by the CITY against the

OPERATOR or his/her employee(s) will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the CITY may initiate disciplinary action as deemed appropriate. In any event, the OPERATOR will be notified of the results of any investigation.

- C. Should the filing of criminal charges be a possibility, the CITY/HIGHLAND POLICE DEPARTMENT will conduct the investigation to conclusion or assist the lead investigating agency, and, if warranted, request prosecution.
- D. Any violation of Subsection A above is cause for SUSPENSION or TERMINATION, if deemed appropriate by the CITY/HIGHLAND POLICE DEPARTMENT.

#### Section 16. Compliance with Law.

A. The OPERATOR and his/her employee(s), shall at all times, comply, and perform all services in accordance with, the rules and regulations contained herein and all Federal, State, and Local laws and ordinances applicable to the OPERATOR (Refer to Attachment A) as well as with generally accepted standards for performing similar services. CITY has relied upon OPERATOR'S representation of skill and expertise as an inducement for entering into this Agreement.. The OPERATOR shall keep itself apprised of all laws pertaining to the tow industry including, but not limited to, the requirements set forth in the California Vehicle Code and California Civil Code.

- 1. In the event of a minor traffic violation(s) by the TOW TRUCK driver(s) which is/are known by the CITY, the OPERATOR shall be advised of the violation(s) by the CITY. The OPERATOR will be granted the opportunity to take necessary steps to ensure that his/her driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) may be cause for disciplinary action against the OPERATOR and/or the involved employee(s).
  - 2. Any traffic violation(s) may, at the discretion of the CITY, be cause for immediate disciplinary action against the OPERATOR and/or the involved employee(s).
- B. The provisions contained in this Section, Compliance with Law, do not preclude the CITY from taking appropriate enforcement or administrative action for any violations of law.
- C. Any conviction of the OPERATOR involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CITY/HIGHLAND POLICE DEPARTMENT rotation tow call, or moral turpitude shall be cause for TERMINATION of the Agreement.

D. Any conviction of an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a CITY /HIGHLAND POLICE DEPARTMENT rotation tow call, or moral turpitude may be cause for termination.

E. If an OPERATOR, or employee, is arrested/charged for a violation involving any of the above crimes, the OPERATOR may be SUSPENDED until the case is adjudicated.

F. The OPERATOR shall strictly comply with all Federal, State and Local laws and Regulations, including, but not limited to the Immigration Reform and Control Act of 1986, codified at 8 U.S.C. §§ 1324a and 1324b (the "IRCA"), which require and ensure the hiring and retention of employees who are United States citizens, permanent residents and/or who are otherwise authorized by law to work in the United States of America, and, as required by the IRCA, shall affirmatively verify the identity and employment authorization of every employee as a condition of employment or continued employment. The OPERATOR shall further include this requirement in any subcontract made pursuant to this Agreement.

#### Section 17. Compliance with Agreement.

A. The OPERATOR agrees, as a condition of inclusion on the LIST, to comply with the terms and conditions of this Agreement. Furthermore, the OPERATOR agrees that failure by the OPERATOR or the OPERATOR's agents, employees, or independent contractors, to comply with these terms and conditions shall be cause for WRITTEN REPRIMAND, SUSPENSION or TERMINATION by the CITY. Alleged violations of the Agreement will be investigated by the CITY/HIGHLAND POLICE DEPARTMENT. The OPERATOR will be notified of the CITY/HIGHLAND POLICE DEPARTMENT'S findings within thirty (30) days of the initiation of the investigation.

#### Section 18. Disciplinary Action.

A. The CITY shall take disciplinary action against OPERATOR for violations investigated and confirmed or sustained.

1. The CITY shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

B. Records of violations shall be retained by the CITY for at least thirty-six (36) months.

C. A violation of the equipment requirements related to safety shall be cause for immediate SUSPENSION. The period of the SUSPENSION shall be determined

by the CITY/HIGHLAND POLICE DEPARTMENT. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the HIGHLAND POLICE DEPARTMENT has conducted an inspection and found that the OPERATOR is in compliance.

- D. A violation of the GVWR and safe loading requirements of a TOW TRUCK shall be cause for immediate SUSPENSION. This includes exceeding the TOW TRUCK's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty percent (50%) of the TOW TRUCK'S unladen weight on the front axle when lifting/carrying a load.
- E. A violation of overcharging shall be cause for SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof to the CITY that reimbursement has been made to the aggrieved customer(s).
- F. A violation of the Biennial Inspection of Terminals (BIT) Program requirements shall be cause for SUSPENSION. The period of the SUSPENSION shall be determined by the CITY/HIGHLAND POLICE DEPARTMENT. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has presented proof of compliance with the BIT requirements.
  - 1. Any unsatisfactory rating shall be cause for SUSPENSION.
- G. Failure of the OPERATOR to satisfy a court mandated reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in his/her custody will result in a SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of suspension is completed and the OPERATOR has presented proof of the reimbursement.
- H. Failure of the OPERATOR to comply with the inspection requirements of this Agreement will result in a SUSPENSION. The period of the SUSPENSION shall be determined by the CITY. The SUSPENSION will remain in effect until the period of SUSPENSION is completed and the OPERATOR has complied with the inspection requirement.
- I. Failure of the OPERATOR to maintain the minimum insurance requirements set forth in the Agreement is a major violation of the Agreement and will result in TERMINATION of the Agreement.
- J. Failure of the OPERATOR or employee to comply with Section 15, Demeanor and Conduct, and/or Section 16, Compliance with Law, of this Agreement, may be cause for SUSPENSION if deemed appropriate by the CITY.

1. Minor traffic violations may be considered as minor violations of the Agreement.
  2. A TOW TRUCK driver, not under the immediate observation of the OPERATOR, while on-duty and driving a TOW TRUCK, who is arrested and subsequently convicted for misdemeanor driving under the influence of alcohol and/or drugs, will be subject to SUSPENSION from participating as a TOW TRUCK driver under the provisions of this Agreement. The length of SUSPENSION will be at the CITY'S discretion.
- K. If the OPERATOR is serving a SUSPENSION for one year or more, he/she shall be required to comply with all terms and conditions of the current Agreement at the time of the reinstatement. There will be no approval of equipment that is not in compliance with the equipment specifications contained in the Agreement at the time of the reinstatement.
- L. Major Violations. Violations of the terms and conditions of the Agreement that are subject to SUSPENSION for the first violation are categorized as major violations. Any subsequent or continuing major violations may be cause for TERMINATION.
1. TERMINATION shall be invoked if, in the CITY'S judgment, continued participation in the PROGRAM by the affected OPERATOR may result in a hazard to public safety and/or welfare, or the OPERATOR has been convicted of a crime listed in Section 16 of this Agreement.
  2. In lieu of TERMINATION, the CITY may impose additional SUSPENSIONS for longer periods, if deemed appropriate.
- M. Minor Violations. Except as specifically stated in the Agreement, minor violations of the terms and conditions of the Agreement may be cause for disciplinary action in the following manner:
1. 1st Violation in 12 months - letter of written reprimand.
  2. 2nd Violation in 12 months - 30 day SUSPENSION.
  3. 3rd Violation in 12 months - 60 to 90 day SUSPENSION.
  4. 4th Violation in 12 months - TERMINATION of the Agreement.
    - a. In lieu of a TERMINATION, the CITY may impose additional SUSPENSIONS for longer periods, if deemed appropriate.
- N. Nothing herein shall be deemed to prohibit the CITY from immediately



suspending any OPERATOR whose conduct, or that of his/her employee(s), in the discretion of the CITY, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the Agreement.

#### Section 19. Written Reprimand/Suspension/Termination/Appeals.

- A. In the event that the CITY serves the OPERATOR with a WRITTEN REPRIMAND, the OPERATOR may request a meeting with the Community Development Director and Captain of the HIGHLAND POLICE DEPARTMENT to discuss corrective actions. If the CITY and HIGHLAND POLICE DEPARTMENT determine that the OPERATOR is unable to satisfactorily address the issue(s) outlined in the WRITTEN REPRIMAND in a timely manner, CITY shall provide a notice of SUSPENSION or TERMINATION. In the event the OPERATOR, or any of the OPERATOR'S employees, has caused a major violation of the Agreement or has violated any of the provisions of the Agreement that allow for immediate SUSPENSION or TERMINATION, the CITY may immediately serve the OPERATOR with a notice of SUSPENSION or TERMINATION.
- B. The OPERATOR may appeal any NOTICE of SUSPENSION or TERMINATION, by submitting a request in writing to the City Clerk of the CITY within seven (7) calendar days of the date of the NOTICE of SUSPENSION or TERMINATION. If an appeal is requested, it shall be held within thirty days of the CITY accepting the request. The appeal shall be conducted by the Highland City Council. The OPERATOR shall be entitled to present all relevant facts and circumstances in support of his or her position. The OPERATOR shall be further entitled to present testimony of at least one representative of a TOW TRUCK association or other qualified person. The OPERATOR shall be notified, in writing, of the decision of the City Council within ten (10) business days of the date the decision is rendered. The City Council's decision shall be final.
- C. A SUSPENSION or TERMINATION shall not take effect until the hearing and appeal process has been exhausted, with the exception of OPERATORS whose conduct is deemed to be a danger to the public, is a major violation of the Agreement, or whose conduct grossly violates the terms and conditions of the Agreement, as determined by the CITY. If an OPERATOR fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the CITY shall be final.

#### Section 20. Midterm Review of the Terms and Conditions of the Agreement.

- A. The purpose of this Section is to provide a process for a midterm review of the terms and conditions of the Agreement in the event that there is a legitimate and substantial change in conditions or law affecting the OPERATORS. OPERATOR shall meet with CITY within 30 days of receipt of notice from CITY that a midterm review is required. Examples of conditions may include, but not be limited to:

1. Substantial increase or decrease in business expenses.
2. Advances in technology in the industry related to safety issues.
3. Changes in law requiring the CITY or the OPERATORS to perform specific functions or operations in order to comply.
4. Proposed changes to the terms and conditions agreed upon by the CITY and the OPERATORS at the time that the Agreement was signed (e.g. response times).

#### Section 21. Advertising.

- A. The OPERATOR shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the CITY or the Department of Motor Vehicles.
  1. Examples of prohibited displays include "Official CITY Tow", "Approved by the CITY", "CITY Rotation Tow", etc.
  2. This will not preclude the CITY from implementing a system to mark and identify particular TOW TRUCKS as having passed the CITY'S inspection or as being assigned to specific TOW DISTRICTS within the CITY.
- B. Any violation of this Section is cause for SUSPENSION. At a minimum, the SUSPENSION should be for the duration of the advertisement.

#### Section 22. Reserved.

#### Section 23. Performance Period.

This Agreement shall begin on the date first written above and terminate on December 31, 2023. At the end of the Agreement period, CITY may establish an open enrollment period.

#### Section 24. Indemnification, Defense and Hold Harmless.

A. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Claims" hereinafter) OPERATOR shall defend, hold harmless and indemnify the CITY, the HIGHLAND POLICE DEPARTMENT, and their respective elected officials, officials, employees, contractors acting as public officials, subcontractors, agents, and volunteers ("Indemnitees") with respect to any and all Claims, including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of OPERATOR or any of its officers, employees, subcontractors, or agents in the

performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final court decision or by the agreement of the Parties. Operator shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of CITY'S choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. This Section shall survive the expiration or termination of this Agreement.

#### Section 25. Independent Contractor.

- A. The OPERATOR is, and shall be, acting at all times in the performance of this Agreement an independent contractor, and not an officer or employee or agent of the CITY/HIGHLAND POLICE DEPARTMENT. OPERATOR shall secure at its own expense, and be responsible for any and all payments of all taxes, social security, State disability insurance compensation, unemployment compensation and other payroll deductions for OPERATOR and its officers, agents and employees and all business licenses in connection with services to be performed hereunder.

#### Section 26. Termination of Agreement.

- A. In the event of default in performance or failure to meet all rules and regulations or any provision of this Agreement, this Agreement may be immediately terminated by either Party by written notice to the other and the OPERATOR may be removed from the rotational list. The CITY/HIGHLAND POLICE DEPARTMENT may also terminate this Agreement immediately without cause, if it elects to temporarily or permanently abandon this PROGRAM. Upon notification by CITY all services will cease immediately except as specifically authorized in writing by the CITY. This Agreement may be terminated without cause by either Party without prejudice by giving thirty (30) days written notice to the other Party.
- B. Any TERMINATION of this Agreement by CITY shall be made in writing through the City Manager. Notice shall be delivered to OPERATOR as provided in Section 28 herein.

#### Section 27. Assignment of Agreement.

This Agreement shall not be delegated or assigned by OPERATOR to any other person or entity without the prior written consent of CITY.

#### Section 28. Notices.

All notices, requests, demands or other communications required to be given in writing under this Agreement shall be deemed to have been given, if delivered in person, or

when received if mailed by Certified Mail with Return Receipt Requested, or otherwise actually delivered.

Notice to CITY shall be sent to both:

City of Highland  
27215 Base Line  
Highland, CA 92346  
Attention: City Manager  
(909) 864-6861

AND

City of Highland Police Dept  
27215 East Base Line  
Highland, CA 92346  
Attention: Police Captain  
(909) 425-9793

Notice to OPERATOR shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_, Owner  
(\_\_\_\_) \_\_\_\_\_

#### Section 29. Entirety.

The foregoing Agreement, including Attachments A and B hereto, constitute the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the Parties. This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to amend it.

#### Section 30. Severability.

The City Council hereby declares the it would have approved this Agreement , and each Section, subsection, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions thereof be declared invalid or unconstitutional. If for any reason any portion of this Agreement shall be declared invalid or unconstitutional, then all other provisions hereof shall remain valid and enforceable.

#### Section 31. Execution.

This Agreement may be executed in several counterparts each of which shall constitute but one and the same Agreement.

#### Section 32. Governing Law/Venue.

The CITY and OPERATOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Highland.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

CITY OF HIGHLAND

By: \_\_\_\_\_

Penny Lilburn, Mayor

OPERATOR

By: \_\_\_\_\_

Owner/Representative Signature

\_\_\_\_\_  
Print Name

ATTEST:

By: \_\_\_\_\_

Betty Hughes, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Maricela Marroquin, City Attorney



## ATTACHMENT A

### I. GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

#### A. TOW TRUCK and Car Carrier Classifications

1. TOW TRUCK and car carrier classifications are based on the truck chassis manufacturer's Gross Vehicle Weight Rating (GVWR), and the classification system used by the American Trucking Association and truck manufacturers.
  - a. Class 3 - 10,000 – 14,000 pounds GVWR
  - b. Class 4 - 14,001 – 16,000 pounds GVWR
  - c. Class 5 - 16,001 – 19,500 pounds GVWR
  - d. Class 6 - 19,501 – 26,000 pounds GVWR
  - e. Class 7 - 26,001 – 33,000 pounds GVWR
  - f. Class 5 - 33,001 or more GVWR

#### B. Equipment Limitations

1. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

#### C. Towing Limitations

1. The criteria to determine the safe towing limits for a truck are:
  - a. The total weight of the truck, including the lifted load, must fall within the Manufacturer's Gross Vehicle Weight Rating (GVWR) and not exceed either the Front or Rear Axle Weight Ratings (FAWR, RAWR).
  - b. The truck must meet all applicable State and/or Federal Standards.
  - c. For proper steering and braking, the front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

D. Identification Labels

1. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

E. Recovery Equipment Rating

1. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
  - a. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
  - b. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE 1706.
  - c. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the Original Equipment Manufacturer (OEM) for the equipment.

F. Safety Chains

1. Safety chains shall be rated at no less than the rating specified by the OEM.

G. Control / Safety Labels

1. All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

II. TOW TRUCK Classifications and Equipment Specifications

A. Class A TOW TRUCK

1. Equipment Specifications
  - a. 10,000 – 19,500 pounds GVWR Chassis
  - b. 4-ton recovery equipment rating
  - c. Hydraulic or mechanical winch(es)
  - d. 100 feet 3/8" X 19 cable or Original Equipment Manufacturer's (OEM) Specifications

- e. Tow chains, 5/16" alloy or OEM Specifications, J/T Hook assembly
  - f. Safety chains, 5/16" alloy or OEM Specifications
  - g. Tow sling rating 3,000 pounds
  - h. Wheel lift safety straps
  - i. Tow dolly
  - j. One 3-ton snatch block
  - k. Wheel lift rating
    - retracted 3,000 pounds
    - 95" extension 3,000 pounds
2. Class A Car Carrier – One Car
- a. Equipment Specifications
    - 1) 10,000 – 19,500 pounds GVWR Chassis
    - 2) Hydraulic or mechanical winch
    - 3) 50 feet 3/8" 6 X 9 cable or OEM Specifications
    - 4) J/T Hook loading bridle / chains
    - 5) Safety chains, 5/16" alloy or OEM Specifications; two pairs of safety chains for the vehicle being transported
3. Class A Car Carrier – Two Cars
- a. Equipment Specifications
    - 1) 16,001 – 19,500 pounds GVWR Chassis
    - 2) Hydraulic or mechanical winch
    - 3) 50 feet 3/8" 6 X 19 cable or OEM Specifications
    - 4) J/T Hook loading bridle / chains
    - 5) Safety chains 5/16" alloy or OEM Specifications, two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed

B. Class B TOW TRUCK

## 1. Equipment Specifications

- a. 19,501 – 33,000 pounds GVWR Chassis
  - b. Air brakes or hydraulic w/air hookup package
  - c. 14 ton recovery equipment rating
  - d. Hydraulic or mechanical winch(es)
  - e. 150 feet 7/16" 6 X 19 cable or OEM Specifications
  - f. Tow chains, 1/2" alloy or OEM Specifications
  - g. Safety chains, 1/2" alloy or OEM Specifications
  - h. Tow sling rating 7,000 pounds
  - i. Two 8-ton snatch blocks
  - j. Wheel lift safety straps
  - k. Wheel lift or Under lift rating retracted 10,000 pounds
2. Class B Car Carrier
- a. Equipment Specifications
    - 1) 19,501 pounds or more GVWR Chassis
    - 2) Hydraulic or mechanical winch
    - 3) 50 feet 3/8" 6 X 19 cable or OEM Specifications
    - 4) J/T Hook loading bridle / chains
    - 5) Safety chains 5/16" alloy or OEM Specifications, two pairs of safety chains for the vehicle being transported and two safety chains for the vehicle being towed
- C. Class C TOW TRUCK
1. Equipment Specifications
- a. 33,000 – 50,000 pounds GVWR Chassis, 200" wheelbase
  - b. 200" wheelbase with truck hitch
  - c. 240" wheelbase with under-lift
  - d. Air brakes w/air hookup package



towing vehicle to 10 inches behind the back face of the lifting bar.

\*\* Measured from the center line of the rear axle to the center of the lift forks.

### III. Auxiliary Equipment

#### A. Class A

1. For each type or classification of towing equipment (sling, wheel lift, or carrier), certain types of equipment are required:

##### a. Required Equipment

1) Towing Sling – a J/T Hook tow chain assembly, a 4" X 4" X 48" and a 4" X 6" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains

2) Wheel Lift – wheel safety straps, steering wheel clamp, towing dolly, and safety chains

3) Car Carrier – J/T Hook loading bridle, a 4" X 4" X 48" and a 4" X 4" X 60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains

4) Extension – Brake and tail lamps

5) Fire Extinguisher

6) Broom

7) Shovel

8) Reflective Triangles

9) Flares

10) Trash can(s) with absorbent

11) One 3-ton rated snatch block

12) Shop to truck radio (C/B excluded)

b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:

1) Adequate emergency supply of fuel in an approved container



- 2) Booster battery or hot box starting system
- 3) Hydraulic jack capable of handling passenger cars and light trucks
- 4) Metric and Standard lug wrenches
- 5) Rubber mallet / hub cap tool
- 6) Lockout tools
- 7) Motorcycle straps
- 8) First Aid Kit
- 9) Tool kit – should include:
  - a) Assorted open end wrenches; Standard, 1/4" – 7/8" and Metric, 6 – 19 mm
  - b) Assorted screwdrivers; Straight blade and Phillips
  - c) Crescent wrench
  - d) Ball peen hammer
  - e) Pliers
  - f) Battery and terminal cleaning tools
  - g) Point file
  - h) Allen wrench for Deco distributors
  - i) Mechanic's wire
  - j) Plastic electrical tape / duct tape
  - k) Tire valve core tool
  - l) Miscellaneous fuses
  - m) Small pry bar
  - n) Shop rags
  - o) Flashlight
  - p) Socket Sets; 1/4" – 1" and 6 – 19 mm

q) Ratchet and extensions

10) Sledge hammer

11) Bolt cutters

12) Crow bar

A. Class B

1. For each type or classification of towing equipment (sling, wheel lift or carrier), certain types of equipment are required:

a. Required Equipment

1) Towing Sling – a J/T Hook tow chain assembly, a 4" X 4" X 48" and a 4" X 4" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains

2) Wheel Lift – wheel safety straps, steering wheel clamp, towing dolly, and safety chains

3) Truck Hitch – tow chain assembly, 4" X 4" X 60" and 6" X 6" X 60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains

4) Under Lift – an assortment of lift forks / adapters, safety tie down chains and safety chains

5) Extension – Brake and tail lamps

6) Fire Extinguisher(s)

7) Broom

8) Shovel

9) Reflective Triangles

10) Flares

11) Trash can(s) with absorbent

12) Two 8-ton rated snatch blocks

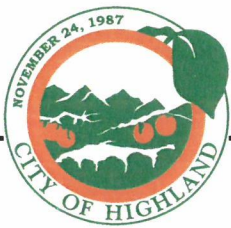
13) Axle covers / caps

14) Air hoses and necessary fittings to provide air to the towed vehicle

- 15) Shop to truck radio (C/B excluded)
- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:
  - 1) Refer to Class A, Service and Other Equipment (III A, 1.b. above)
- C. Classes C and D
  1. For each type or classification of towing equipment, certain types of equipment are required:
    - a. Required Equipment
      - 1) Towing Sling – a tow chain assembly, a 4" X 4" X 60" and a 6" X 6" X 60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains
      - 2) Truck Hitch – tow chain assembly, 4" X 4" X 60" and 6" X 6" X 60" wooden crossbeams (necessary), aluminum tow angle(s), and safety chains
      - 3) Under Reach – assortment of lift forks / adapters, safety tie down chain(s) and safety chains
      - 4) Extension Brake and tail lamps
      - 5) Fire Extinguisher(s)
      - 6) Broom
      - 7) Shovel
      - 8) Reflective Triangles
      - 9) Flares
      - 10) Trash can(s) with absorbent
      - 11) Steering wheel clamp
      - 12) Two 12-ton rated snatch blocks
      - 13) Axle covers / caps
      - 14) Air hoses and necessary fitting to provide air to the towed vehicle
      - 15) Shop to truck radio (C/B excluded)

- b. Service and Other Equipment – For service calls, each TOW TRUCK shall be equipped with the following service equipment:
  - 1) Refer to Class A, Service and Other Equipment (III A,1.b. above) for general service equipment requirements.

**ATTACHMENT B**  
**OPERATOR'S – Proposal**



# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph Hughes, City Manager

**PREPARED BY:** Carlos Zamano, Public Works Director/City Engineer *CZ*

**SUBJECT:** DM Contracting, Inc. Contract Change Order – Federally Funded Safe Routes to School Projects (Project Nos. str11005 & str11006)

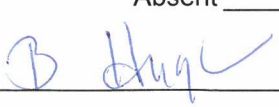
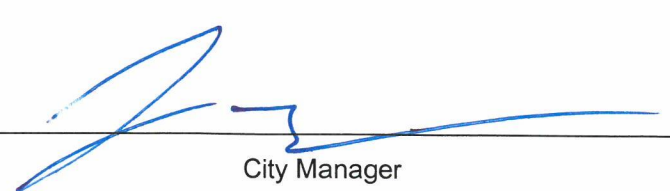
**RECOMMENDATION:** It is recommended that the City Council authorize contract change orders up to 12% of the original construction contract with DM Contracting, Inc. (DM) for the Federally Funded Safe Routes to School Projects.

**FISCAL IMPACT:** The original contract amount with DM was \$1,456,569.00. Construction of the project is funded with a combination of federal grants and City funds. The final estimated contract amount is \$1,631,369 with a \$174,800 or 12% increase. City funds will be used to cover the increase in the construction contract.

**PUBLIC NOTICE:** The Notice Inviting Bids was advertised in two newspapers and a number of trade papers.

**BACKGROUND:** On December 8, 2020, the City awarded a contract to DM in the amount of \$1,456,569.00 for construction of the following two projects:

1. Project str11005 (Bid Schedule I) – This project consists of new curbs, gutter, sidewalk and match up paving on two segments of 9<sup>th</sup> Street between Central Avenue and Drummond Avenue, and a short segment of Cunningham Street and Hillview Street north of 9<sup>th</sup> Street. The project also includes a new pedestrian crosswalk with in-roadway warning lights, advance warning beacons, and handicap ramps on Church Avenue near the intersection of Norwood Street.
2. Project str11006 (Bid Schedule II) – This project consists of new curbs, gutter, sidewalk and match up paving on McKinley Avenue between 9<sup>th</sup> Street and Base Line. The project also includes a new pedestrian crosswalk with in-road warning lights, advance warning beacons, and handicap ramps on Base Line at the intersection of Valaria Drive.

|                                                                                                   |               |                                                                                                      |                              |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|------------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>  9  </u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                              |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____               |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                              |
|                                                                                                   | Absent _____  |                                                                                                      |                              |
| <br>City Clerk |               | <br>City Manager |                              |



Due to various factors, it is necessary to adjust the contract amount to account for the extra work beyond those contained in the original contract scope of work with DM. The amount of extra work is \$174,800.00, representing a 12% increase from the original contract amount. The various factors that contributed to the extra work are summarized as follows:

1. Traffic Control Device Rental (\$3,019.40 – 0.21%)

The contractor had to install traffic control devices on 9<sup>th</sup> Street to secure the project site during construction suspension to allow AT&T and SCE to relocate one existing pole and two guy wire anchors.

2. Curb/Gutter Reconstruction (\$5,617.15 – 0.39%)

Three (3) existing driveways on McKinley Avenue were included in the project for removal and construction. Upon inspection of the driveways, it was determined that the curb and gutter was monolithically poured with the driveways. The contractor had to reconstruct new curbs and gutters.

3. Private Improvements (\$13,605.16 – 0.93%)

During construction of private improvements on McKinley Avenue at seven (7) properties, it was determined that it was necessary to construct concrete retaining curbs for the existing sliding fences to match-up with the lower grades of the proposed sidewalks.

4. Berry Street Pavement Removals (\$50,364.72 – 3.46%)

The original scope of work did not include removal of all the existing pavement on Berry Street between Cunningham Street and Hillview Street. The contractor was directed to perform additional roadway excavation and backfill on Berry Street.

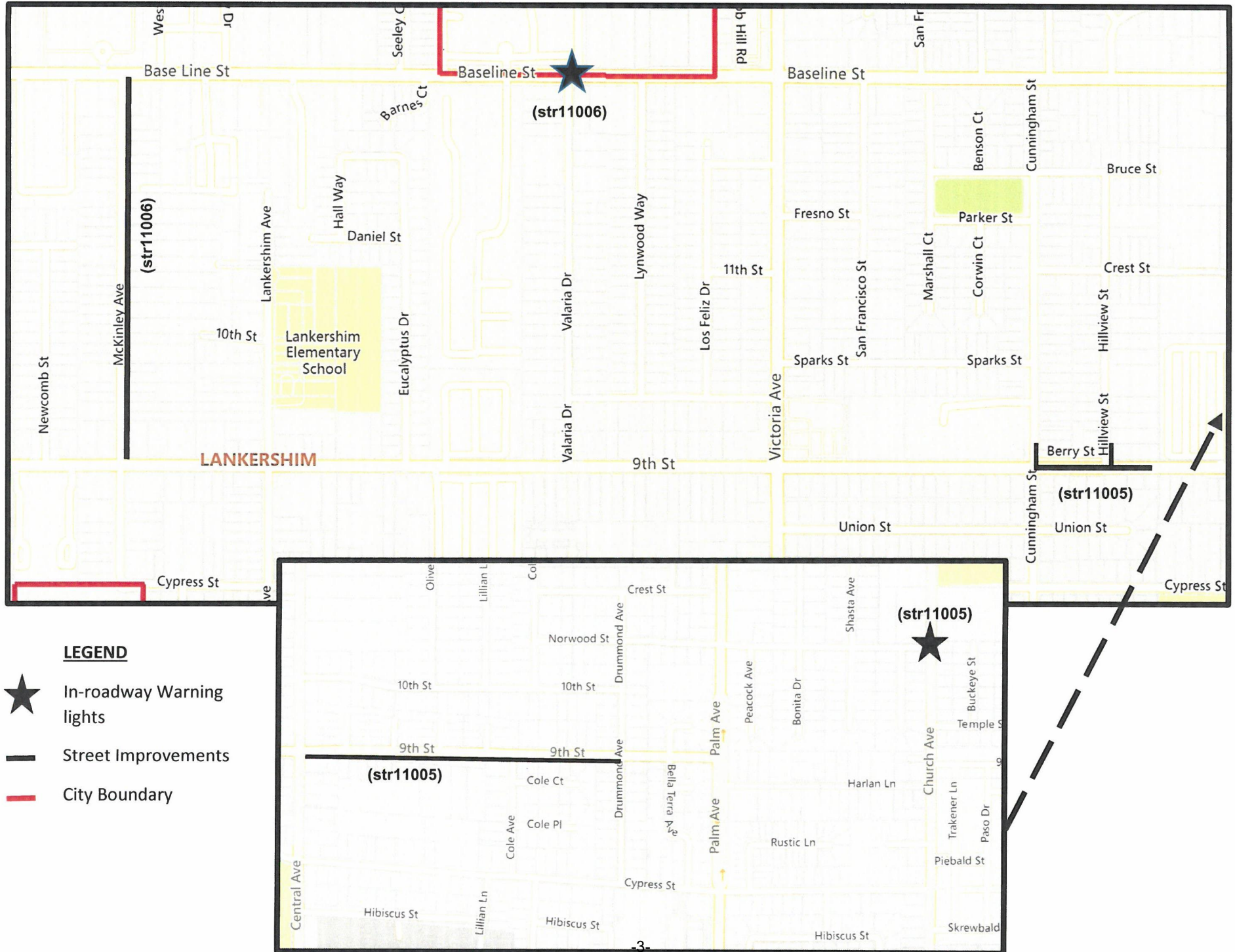
5. Final Quantity Adjustments (\$102,193.57 – 7.01%)

The quantity of some construction items, such as block wall and fence removal; and construction of driveway approaches, sidewalk, chain link fence, block wall and asphalt concrete were not accurately quantified in the project design and contract documents. It should be noted that a 2% contingency amount is being requested with this item in advance to cover any potential increase of contract cost related to final quantity adjustments.

Staff recommends that the City Council authorize contract change orders up to 12% of the original construction contract with DM to complete construction of this project.

Attachments: Location Map

PROJECT LOCATION MAP  
9TH STREET & MCKINLEY AVENUE SAFE ROUTES TO SCHOOL  
STR11005 & STR11006







# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph Hughes, City Manager

**PREPARED BY:** Carlos Zamano, Public Works Director/City Engineer *CZ*

**SUBJECT:** Contract Amendment No. 2 for Construction Management Services with TKE Engineering, Inc. for Federally Funded Safe Routes to School Projects (Project Nos. str11005 & str11006)

**RECOMMENDATION:** It is recommended that the City Council approve Contract Amendment No. 2 with TKE Engineering, Inc. (TKE) to provide additional construction management services for the Federally Funded Safe Routes to School Projects in an amount not-to-exceed \$36,475.

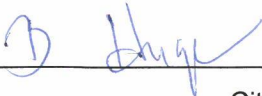
**FISCAL IMPACT:** For construction management services to be provided by TKE, the City Council originally authorized \$262,785 along with a 10% contingency in the amount of \$26,279. Therefore, the total amount originally authorized by City Council is \$289,064.

During the course of project construction, City staff has approved Contract Amendment No. 1, in the amount of \$26,250 under the 10% contingency previously authorized by City Council. The proposed Contract Amendment No. 2, in the amount not-to-exceed \$36,475, is for additional justifiable services. Since the cumulative amount of Contract Amendments Nos. 1 and 2 will exceed the 10% contingency, City staff is seeking Council approval of Contract Amendment No. 2 which will be paid for using City funds.

**PUBLIC NOTICE:** The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

**BACKGROUND:** This project entails construction of the following two projects:

1. Project str11005 – This project consists of new curbs, gutter, sidewalk and match up paving on two segments of 9<sup>th</sup> Street between Central Avenue and Drummond Avenue, and a short segment of Cunningham Street and Hillview Street north of 9th Street. The project also includes a new pedestrian crosswalk with in-roadway warning lights, advance warning beacons, and handicap ramps on Church Avenue near the intersection of Norwood Street.

|                                                                                                   |               |                                                                                                      |                           |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|---------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>10</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                           |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____            |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                           |
|                                                                                                   | Absent _____  |                                                                                                      |                           |
| <br>City Clerk |               | <br>City Manager |                           |

2. Project str 11006 – This project consists of new curbs, gutter, sidewalk and match up paving on McKinley Avenue between 9<sup>th</sup> Street and Base Line. The project also includes a new pedestrian crosswalk with in-road warning lights, advance warning beacons, and handicap ramps on Base Line at the intersection of Valeria Drive.

On January 12, 2021, City Council approved a proposal with TKE to provide construction management services for the project. The construction contract has 70 working days. The project was intended to be completed July 16, 2021.

Contract Amendment No. 1 (Already approved by City Staff)

This project required relocation of 27 existing utility poles and overhead utility lines by Southern California Edison (SCE), Charter Communications and AT&T in conflict with the proposed improvements on McKinley Avenue between 9<sup>th</sup> Street and Base Line. The project also required relocation of one pole from AT&T and two guy wire anchors from SCE and AT&T on 9<sup>th</sup> Street between Cunningham Street and Hillview Street. Despite the City's numerous requests, these utility relocations were not completed prior to the commencement of the City's project. The City's project as a result was forced to work around the utility companies' schedules and had to be suspended for 20 working days to allow utility companies to complete their relocation work. Extra construction management and inspection services were required by TKE to monitor these utility relocations and coordinate construction activities with the Contractor to avoid any further delays.

Contract Amendment No. 2 (To be approved by City Council)

The project duration has extended to 130 working days, and project closeout is estimated at November 30, 2021. The remaining work on McKinley Avenue and 9<sup>th</sup> Street includes, but is not limited to:

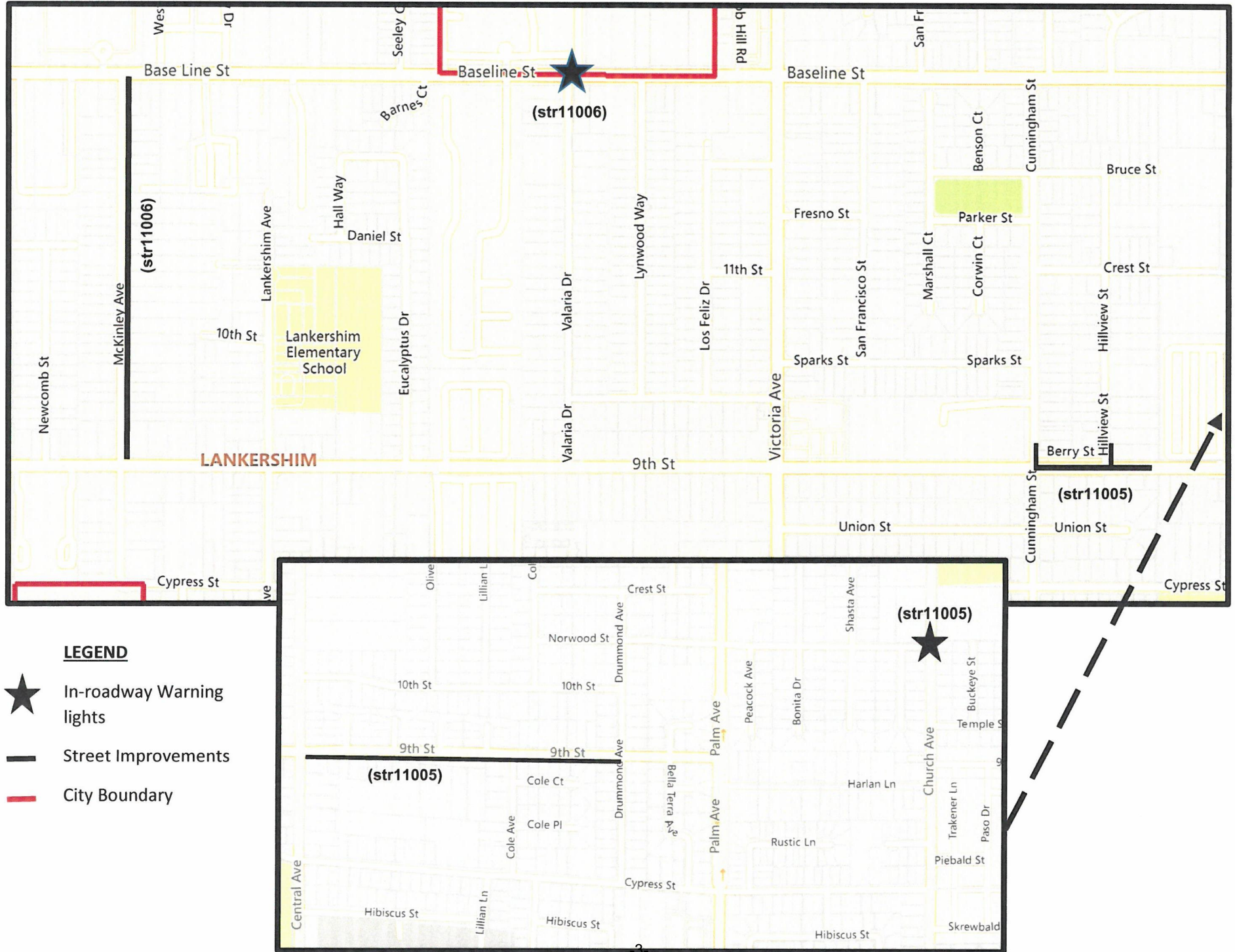
- Construction of permanent fences on private property
- Installation of new mailboxes
- Pavement grinding and construction of asphalt concrete
- Construction of curbs, gutters sidewalk and curb ramp
- Pavement striping
- Completion of crosswalk in-road warning lights
- Perform final job walk and generate punch list
- Project closeout inclusive of final pay estimate, Caltrans forms, and as-built plans review and processing

Staff recommends that the City Council approve Contract Amendment No. 2 due to the additional scope of services needed by TKE to complete the project.

Attachments: Location Map



**PROJECT LOCATION MAP**  
**9<sup>TH</sup> STREET & MCKINLEY AVENUE SAFE ROUTES TO SCHOOL**  
**STR11005 & STR11006**





# STAFF REPORT

## TO THE CITY COUNCIL

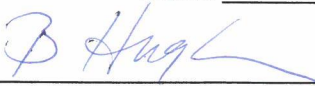
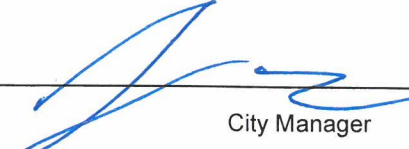
**DATE:** October 12, 2021

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Betty Hughes, MMC, City Clerk

**SUBJECT:** City Manager Report and Comments  
(Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)

**RECOMMENDATION:** Discussion and possible action.

|                                                                                                   |               |                                                                                                      |                           |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|---------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>11</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                           |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____            |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                           |
|                                                                                                   | Absent _____  |                                                                                                      |                           |
| <br>City Clerk |               | <br>City Manager |                           |





# STAFF REPORT

## TO THE CITY COUNCIL

**DATE:** October 12, 2021

**FROM:** Joseph A. Hughes, City Manager

**PREPARED BY:** Betty Hughes, MMC, City Clerk

**SUBJECT:** Council Member Comments  
(Agency/Committee/AB1234 Reports, District Updates, etc.)

**RECOMMENDATION:** Discussion and possible action.

|                                                                                                   |               |                                                                                                      |                           |
|---------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|---------------------------|
| Approved _____                                                                                    | Motion _____  | Second _____                                                                                         | Agenda Item No. <u>12</u> |
| Denied _____                                                                                      | Ayes _____    |                                                                                                      |                           |
| Continued _____                                                                                   | Noes _____    |                                                                                                      | File No. _____            |
| Tabled _____                                                                                      | Abstain _____ |                                                                                                      |                           |
|                                                                                                   | Absent _____  |                                                                                                      |                           |
| <br>City Clerk |               | <br>City Manager |                           |